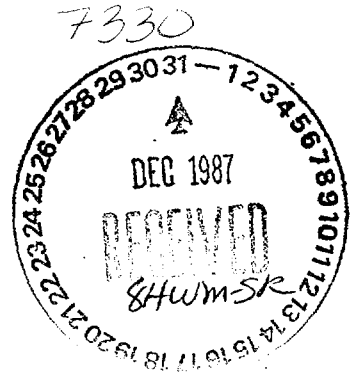




043052



RESPONSE

OF

UNITED PARK CITY MINES COMPANY

TO

QUESTIONS 1 THROUGH 9

OF

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY'S

NOVEMBER 23, 1987,

REQUEST FOR INFORMATION

Submitted: December 30, 1987

United Park City Mines Company reserves the right to supplement this response as additional information and documents become available.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VIII

999 18th STREET—SUITE 500
DENVER, COLORADO 80202-2405

DEC 9 1987

REF 8RC

Mr. E. L. Osika, Jr.
Vice President
United Park City Mines
307 Kearns Building
Salt Lake City, Utah 84101

Re: Extension of Time for Response
to Request for Information

Dear Mr. Osika:

This letter will confirm our discussion regarding an extension of time for you to respond to EPA's November 23, 1987 Request for Information letter. Pursuant to our agreement, you have until December 31, 1987, to respond to questions 1-9, and until Jan 15, 1988 to respond to the rest of the questions.

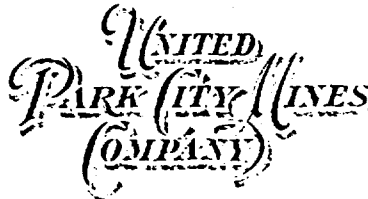
Please let me know if this letter does not accurately reflect your understanding of our conversation. If you have any further questions, do not hesitate to give me a call.

Sincerely,

A handwritten signature in cursive script, which appears to read "Barry Stein", is written over the typed name.

Barry Stein
Assistant Regional Counsel

cc: Paula Schmittziel



309 KEARNS BUILDING
SALT LAKE CITY, UTAH 84101

COPY
FOR YOUR FILE

December 4, 1987

FEDERAL EXPRESS

Mr. Robert L. Duprey, Director
Hazardous Waste Management Division
U. S. Environmental Protection Agency (8HWM-SR)
999 18th Street, Suite 500
Denver, Colorado 80202-2405

Dear Mr. Duprey:

Re: Your November 23, 1987 Request for Information -
Richardson Flat Tailings Site in Summit County,
Utah

I wish to acknowledge receipt of the above captioned Request for Information which we shall honor.

Many of your questions have a far-reaching scope as mining in the Park City District has been conducted for over a hundred years. In preparing to answer your Information Request, it has become apparent to us that, in order for us to fully and accurately respond to your questions, fourteen (14) calendar days are not sufficient time for us to locate, review and reproduce all of the documents which might address your inquiry.

In consideration of the scope of your Information Request and the fact that our legal counsel for environmental matters will undergo major surgery next week, we herewith request an extension of time to February 1, 1987 in which to fully answer your Request for Information. Due to the volume of material which we must locate and review, we feel that February 1, 1987 would be a more "reasonable notice" date pursuant to 42 U.S.C. Sec. 9604. We would appreciate your written response to our request for this extension.

Additionally, we would appreciate your informing us of the names of any third parties (individuals or entities other than EPA employees, EPA's contractors or our employees) who

Mr. Robert L. Duprey
December 4, 1987
Page 2

have reviewed or copied EPA's records in this matter.

As the deadline which you set in your November 23, 1987 letter is rapidly approaching, time is of the essence and we would appreciate your immediate attention to these matters.

Yours truly,



E. L. Osika, Jr.
Vice President

cc: D. W. Bernolfo
R. J. Beless
K. C. Gee
P. M. Schmitt diel



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VIII

999 18th STREET—SUITE 500
DENVER, COLORADO 80202-2405

NOV 23 1987

Ref: BRC

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. E. L. Osika, Jr.
Vice President
United Park City Mines
307 Kearns Building
Salt Lake City, Utah 84101

Re: Request for Information Pursuant to
Section 104(e) of CERCLA and Section
7003 of RCRA for the Richardson Flat
Tailings Site in Summit County, Utah

Dear Mr. Osika:

The United States Environmental Protection Agency, Region VIII ("EPA") is currently investigating the source, extent, and nature of the release or threatened release of hazardous substances, pollutants, or contaminants or hazardous wastes at or near the Richardson Flat Tailings Site in Summit County, Utah (the "Site"). This investigation requires inquiry into the identification, nature, and quantity of materials that have been or are generated, treated, stored, or disposed of at or transported to the site and the nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at or from the Site. EPA is also seeking information relating to the ability of persons connected with the site to pay for or to perform a cleanup of the Site.

Pursuant to the authority of section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9604, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), P.L. 99-499, and section 3007 of the Resource Conservation and Recovery Act ("RCRA") 42 U.S.C. § 6927, you are hereby requested to respond to the Information Request set forth in Enclosure A.

Compliance with the Information Request set forth in Enclosure A is mandatory. Failure to respond fully and truthfully to the Information Request within fourteen (14) calendar days of receipt of this letter, or to adequately justify such failure to respond, can result in enforcement action by EPA pursuant to section 104(e)(5) of CERCLA, as amended, and/or section 3008 of RCRA. Each of these statutes permits EPA to seek the imposition of penalties of up to twenty-five thousand dollars (\$25,000) for each day of continued noncompliance. Please be further advised that provision of false, fictitious, or fraudulent statements or representations may subject you to criminal penalties under 18 U.S.C. section 1001.

This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. § 3501, et seq.

Your response to this Information Request should be mailed to:

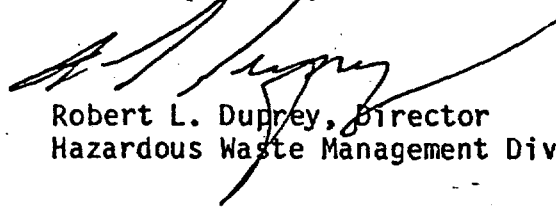
U.S. Environmental Protection Agency (8HWM-SR)
Ms. Paula M. Schmittiel
Hazardous Waste Management Division
999 18th Street, Suite 500
Denver, Colorado 80202-2405

If you have any legal questions, please direct such questions to Barry Stein of the Office of Regional Counsel at (303) 293-1458. If you have any technical questions, please direct such questions to Paula M. Schmittiel, at the above address, or at (303) 293-1518.

Due to the seriousness of our concerns at the site and the legal ramifications of your failure to respond properly, EPA strongly encourages you to give this matter your immediate attention and to respond to this Information Request within the time specified above.

Thank you for your cooperation in this matter.

Sincerely yours,



Robert L. Duprey, Director
Hazardous Waste Management Division

Enclosures

cc: Barry Stein, Office of Regional Counsel
Paula M. Schmittiel, Hazardous Waste Management Division
Brent Bradford, Director, Bureau of Solid and Hazardous Waste

ENCLOSURE A

RICHARDSON FLAT TAILINGS SITE
FIRST SET OF INFORMATION REQUESTS

INSTRUCTIONS

1. A separate response must be made to each of the Questions set forth in this Information Request.
2. For purposes of clarity, please restate each question prior to stating your response.
3. If information not known or not available to you as of the date of submission of a response to this Information Request should later become known or available to you, you must supplement your response to EPA. Moreover, should you find at any time after the submission of this response that any portion of the submitted information is false or misrepresents the truth, you must notify EPA thereof as soon as possible.
4. Any documents referred to in or relevant to any answer or relied on or used by you to answer any question in this Request for Information (the "Request") must be copied and submitted to EPA with your responses. All documents submitted by you must contain a notation indicating the question to which they are responsive.
5. The information requested herein must be provided notwithstanding its possible characterization as confidential information or trade secrets. You may, if you desire, assert a confidentiality claim covering part or all of the information requested, pursuant to sections 104(e)(7)(E) and (F) of CERCLA, as amended by SARA, 42 U.S.C. §§ 9604(e)(7)(E) and (F), and 40 C.F.R. § 2.203(b), by attaching to such information, at the time it is submitted, a cover sheet, stamped or typed legend, or other suitable form of notice employing language such as "trade secret," or "proprietary" or "company confidential." Information covered by such a claim will be disclosed by EPA only to the extent, and only by means of the procedures set forth in 40 C.F.R. Part 2, Subpart B. If no such claim accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice to you. You should read the above cited regulations carefully before asserting a business confidentiality claim, since certain categories of information are not properly the subject of such a claim.
6. Where specific information has not been memorialized in any document, but is nonetheless responsive to a Question, you must respond to the Question with a written response.
7. This Request applies to documents and information within your possession or control, including without limitation, all documents and information within the possession or control of any agent, attorney, consultant, employee, investigator, or third person.

DEFINITIONS

The following definitions shall apply to the following words as they appear in this Enclosure A:

1. The terms "you," "your," or "Respondent" shall mean the addressee of this Request, the addressee's officers, managers, employees, contractors, trustees, successors, assigns, and agents.

2. The term "person" as used herein includes, in the plural as well as the singular, any natural person, firm, unincorporated association, partnership, corporation, trust, or other entity.

3. The terms "the Site" or "the facility" shall mean and include the property on or about the United Park City Mines' property in the northwest quarter of Section 1 and the northeast quarter of Section 2, Township 2 South, Range 4 East, Summit County, Utah.

4. The term "hazardous substance" is defined in section 101(14) of CERCLA, 42 U.S.C. § 9601(14), and includes the substances designated at 40 C.F.R. section 302.4 (1986).

5. The term "pollutant or contaminant" is defined in section 101(33) of CERCLA, 42 U.S.C. § 9601(33).

6. The term "hazardous waste" is defined in section 1004(5) of RCRA, 42 U.S.C. § 6903(5), and includes the substances identified in 40 C.F.R. sections 261.1 to 261.33 (1986).

7. The term "materials" shall mean all substances that have been generated, treated, stored, or disposed of or otherwise handled at or transported to the Site, including but not limited to all hazardous substances, pollutants, and contaminants, hazardous wastes and solid wastes, as defined above, and mine tailings.

8. The term "identify" means, with respect to a natural person, to set forth the person's name, present or last known business address and business telephone number, present or last known address and home telephone number, and present or last known job title, position, or business.

9. The term "identify" means, with respect to a corporation, partnership, business trust, or other association or business entity, including a sole proprietorship) to set forth its full name, address, legal form (e.g., corporation, partnership, etc.), organization, if any, and a brief description of its business.

10. The term "identify" means, with respect to a document, to provide its customary business description, its date, its number if any (invoice or purchase order number), the identity of the author, addressor, addressee and/or recipient, and the substance or the subject matter.

11. The term "release" has the same definition as that contained in section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

12. The term "document" refers to any original, copy, or draft of any handwritten, typewritten, printed, graphic, or electronically recorded information and shall include without limitation, correspondence, notes, memoranda, reports, manuals, inter-office communications, records, charts, photographs, bills, travel summaries or logs, diaries or itineraries, transcripts, statements, tape recordings, computer printouts or software, contracts, insurance policies, shipping documents, bills of lading, manifests, invoices, weight tickets, annual reports, analytical worksheets, chromatographs, or other tangible records of any nature or kind. Any document that contains marginal notes shall be considered a separate document.

13. The terms "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope.

14. The term "property interest" means any interest in property, including but not limited to, any ownership interest, any interest in the rental of property, any interest in a corporation that owns or rents or owned or rented property, and any interest as either the trustee or beneficiary of a trust that owns or rents, or owned or rented property.

15. The term "asset" shall include the following: real estate, buildings or other improvements to real estate, equipment, vehicles, furniture, inventory, supplies, customer lists, accounts receivable, interest in insurance policies, interests in partnerships, corporations, an unincorporated companies, securities, patents, stocks, bonds, and other tangible as well as intangible property.

16. Any term not defined above and appearing in the questions below shall have the same meaning as that provided in CERCLA.

QUESTIONS

1. Please state the full name, mailing address and telephone number of any company or business entity which operated at the Richardson Flat site. Please give the dates of any operation.

2. Please state the name and title of the person completing this Request.

3. Please state the name and title of the person(s) whom EPA should contact for further information, including mailing address and telephone number.

4. Please list any permits (State or Federal) obtained by the owner/operator regarding the mining operation and tailings pond at Richardson Flat including State or Federal Water quality or water use permits.

5. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any question contained

herein or who may be able to provide additional responsive documents, please identify such persons and the additional information or documents that they may have.

6. Please list the present and any former names under which you operated or conducted business, including the names of any predecessors or successors in interest. Describe the form of business organization of each name listed (e.g., corporation, partnership, joint venture, sole proprietorship, etc.) and identify the state in which each was/is organized, the date of organization or initiation of business, the date of discontinuation or dissolution, and the reason or purpose therefore.

7. Please identify all persons, including Respondent's employees, who have knowledge or information about the mining and milling operations or related to the Richardson Flat site.

8. Please identify current owner and any previous owners of the Richardson Flat site and the dates of ownership.

9. Please identify any current or previous operators or lessors of the Richardson Flat site. For each such operator or lessor, further identify:

- a. the dates of their operation at or lease of the site.
- b. the nature of their operations at the site.

10. Describe the physical characteristics of the site including but not limited to the following:

- a. Previous surface structures (e.g., buildings, tanks, pipelines etc.).
- b. Groundwater wells, including drilling logs except for existing EPA monitoring wells.
- c. Tailings pond(s) dams, dikes, diversions, excavations, etc., that exist or were removed or changed. Please provide dates for removal, modifications, etc. of such structures and state the type of materials used to construct pond, dam, dikes, diversions, etc.

11. Please provide information regarding your mining and milling operations that are (were) the source of the mine tailings disposed of at Richardson Flat. Include in your description the type of milling process, the dates the mill was in operation, the amount of ore mined and milled on an annual basis, and the amount of tailings/waste material generated on an annual basis, any chemicals used in the milling process (acids, etc.), amount of water used in the mining/milling process and the source of the water.

12. Please state whether the tailings have been re-worked, the source of the ores (i.e., what mines), location of mine(s), mill, distance from mine to mill to Richardson Flat, how the tailings were conveyed from the mill to Richardson Flat (e.g., trucked, pipeline, etc.)

13. Please give specific locations other than the Richardson Flat site where United Park City Mines disposed of mine tailings.

14. Please identify any person who may have removed mine tailings from the Richardson Flat site. Please include address and phone number of such persons, if known, and the dates when removal occurred.

15. Please provide any existing technical or analytical information United Park City Mines may have about the site, including but not limited to data and documents (except for EPA Analytical Results Report) related to soil, water (ground and surface), geology, geohydrology, or air quality on and about the site.

16. Please provide any information on whether United Park City Mines or its consultants are planning to perform any investigations of the soil, water (ground or surface), geology, hydrogeology or air quality on or about the site. Please include the following:

- a. What the nature and scope of these investigations will be.
- b. The contractors or other persons that will undertake these investigations.
- c. The purpose of the investigations.
- d. The dates when such investigations will take place and be completed.
- e. Where on the site such investigation will take place.

17. List each insurance company or other person that provided casualty or pollution liability insurance coverage, including but not limited to any Comprehensive General Liability coverage, Environmental Impairment coverage, Insurance Services Office coverage, Umbrella coverage, or any other indemnification or defense agreement, that provides to you... or any other person or entity identified in response to question 5 a right of indemnification or defense in any action involving hazardous substances. This question applies to policies or agreements that are or were in effect at any time to the present. Submit copies of all insurance policies or agreements identified.

18. Provide copies of all income tax returns sent to the Federal Internal Revenue Service in the last five years.

19. Provide all financial statements for the past five fiscal years, including but not limited to those filed with the federal and state Internal Revenue Service and Securities and Exchange Commission.

Response of United Park City Mines Company, 12/30/87

QUESTION 1

Please state the full name, mailing address and telephone number of any company or business entity which operated at the Richardson Flat site. Please give the dates of any operation.

RESPONSE

1. Noranda Mining Inc. (Delaware corporation)

P. O. Box 45
Commerce Court West
Toronto, Ontario, Canada M5L 1B6

Telephone: ?

Date of Operations: Mining Lease 08/22/1979-04/20/1982
(Exhibit 1-A)

2. Park City Ventures (Joint Venture of The Anaconda Company and ASARCO)

c/o The Anaconda Company
555 17th Street
Denver, Colorado 80217

Telephone: 303-575-4000

Date of Operations: Mining Lease 04/15/1970-08/21/1979
(Exhibit 1-B)

3. George W. & Ray Wortley - Wortley Company

P. O. Box 102
Park City, Utah 84060

Telephone: 801-649-8016

Date of Operations: Aggregate Lease 04/20/82-present
(Exhibit 1-C-1 & 1-C-2)
Tailings Lease 04/20/82-10/31/86
(Exhibit 1-C-3 & 1-C-4)

4. Gibbons & Reed Company

P. O. Box 30429
Salt Lake City, Utah 84125

Date of Operations: Aggregate Lease 04/20/82-04/19/85
(Exhibit 1-D-1 & 1-D-2)

Continued on next page

Response of United Park City Mines Company, 12/30/87
Question 1 continued

5. Silver King Coalition Mines Company (corporation)

Date of Operations: Unknown at this time - believed to
have been approximately from 1911 to
1952

6. Daly-Judge Mining Company (corporation)

Date of Operations: Unknown at this time - believed to
have been approximately from 1911 to
1916

7. Judge Mining & Smelting Company (corporation)

Date of Operations: Unknown at this time - believed to
have been approximately from 1916 to
1922

8. Park City Mining & Smelting Company (corporation)

Date of Operations: Unknown at this time - believed to
have been approximately from 1922 to
1926

9. Park City Municipal Corporation

P. O. Box 1480
Park City, Utah 84060

Date of Operations: Sanitary Land Fill 10/12/73 to 1985
(Exhibit 1-E)

United Park City Mines Company reserves the right to
supplement this response as additional information and
documents become available.

Response of United Park City Mines Compnay, 12/30/87

QUESTION 2

Please state the name and title of the person completing this Request.

RESPONSE

E. L. Osika, Jr., Vice President of United Park City Mines Company.

Response of United Park City Mines Company. 12/30/87

QUESTION 3

Please state the name and title of the person(s) whom EPA should contact for further information, including mailing address and telephone number.

RESPONSE

E. L. Osika, Jr., Vice President
United Park City Mines Company
309 Kearns Building
136 South Main Street
Salt Lake City, Utah 84101

Telephone: 801-532-4031

If Mr. Osika is not available, please contact:

Kerry C. Gee, Geologist
United Park City Mines Company
309 Kearns Building
136 South Main Street
Salt Lake City, Utah 84101

Telephone: 801-532-4031

QUESTION 4

Please list any permits (State or Federal) obtained by the owner/operator regarding the mining operation and tailings pond at Richardson Flat including State or Federal Water quality or water use permits.

RESPONSE

1. United States National Pollutant Discharge Elimination System (NPDES) Permit No. UT-0022403, dated September 28, 1987 and issued in the name of United Park City Mines Company - Attached as Exhibit 4-A
2. United States National Pollutant Discharge Elimination System (NPDES) Permit No. UT-0022403, dated August 12, 1985 and issued in the name of United Park City Mines Company - Attached as Exhibit 4-B
3. State of Utah, Division of Health, Construction Permit for Tailings Pond, dated May 29, 1974 and issued in the name of Park City Ventures - Attached as Exhibit 4-C
4. United States National Pollutant Discharge Elimination System (NPDES) Permit No. UT-0022403, dated March 28, 1975 and issued in the name of Park City Ventures - Attached as Exhibit 4-D
5. United States National Pollutant Discharge Elimination System (NPDES) Permit No. UT-0022403, dated March 21, 1977 and issued in the name of Park City Ventures - Attached as Exhibit 4-E
6. United States National Pollutant Discharge Elimination System (NPDES) Permit No. UT-0022403, dated February 1, 1978 and issued in the name of Park City Ventures - Attached as Exhibit 4-F
7. United States National Pollutant Discharge Elimination System (NPDES) Permit No. UT-0022403, dated April 8, 1978 and issued in the name of Noranda Mining, Incorporated - Attached as Exhibit 4-G

United Park City Mines Company reserves the right to supplement this response as additional information and documents become available.

Response of United Park City Mines Company, 12/30/87

QUESTION 5

If you have reason to believe that there may be persons able to provide a more detailed or complete response to any question contained herein or who may be able to provide additional responsive documents, please identify such persons and the additional information or documents that they may have.

RESPONSE

Noranda Mining Inc.
P. O. Box 45
Commerce Court West
Toronto, Ontario, Canada M5L 1B6

Park City Ventures
c/o The Anaconda Company
555 17th Street
Denver, Colorado 80217

John Cesar (Noranda Mining Inc.'s
Operations)
2596 North Silver
Silver City, New Mexico 88061

Frank W. Millsaps (Park City Venture's
Milling Operations)
Address is unknown at this time.

United Park City Mines Company reserves the right to supplement this response as additional information and documents become available.

QUESTION 6

Please list the present and any former names under which you operated or conducted business, including the names of any predecessors or successors in interest. Describe the form of business organization of each name listed (e.g., corporation, partnership, joint venture, sole proprietorship, etc.) and identify the state in which each was/is organized, the date of organization or initiation of business, the date of discontinuation or dissolution, and the reason or purpose therefore.

RESPONSE

United Park City Mines Company was incorporated in Delaware on May 8, 1953 and has not operated under any other name since its incorporation. United Park City Mines Company purchased the assets in May, 1953 of Silver King Coalition Mines Company, a Nevada corporation, incorporated May 20, 1907 and Park Utah Consolidated Mines Company, a Delaware corporation, incorporated in August, 1925.

Predecessor Companies:

Silver King Coalition Mines Company acquired the assets of Silver King Consolidated Mining Company on September 10, 1928.

Park Utah Consolidated Mines Company acquired the stock of Ontario Silver Mining Company, a Delaware corporation, incorporated on December 16, 1876 and merged Ontario Silver Mining Company into Park Utah Consolidated Mines Company on July 9, 1936.

Park Utah Consolidated Mines Company was the result of a combination of the businesses of Park Utah Mining Company, believed to be a Delaware corporation, incorporated January 24, 1917 and Park City Mining & Smelting Company, a Colorado corporation, incorporated February 10, 1922.

Park City Mining & Smelting Company resulted from the combination of the businesses of Daly West Mining Company, believed to have first been incorporated in the Utah Territory in 1882 and rechartered in Colorado on February 17, 1902, and Judge Mining and Smelting Company, a New

Continued on next page

Response of United Park City Mines Company, 12/30/87
Question 6 continued

Jersey corporation, incorporated March 30, 1916. The predecessor of Judge Mining and Smelting Company was the Daly Judge Mining Company, a New Jersey corporation, incorporated November 1, 1901.

Following United Park City Mines Company's incorporation in 1953, it merged Daly Mining Company into itself in an exchange for its stock on June 28, 1957.

United Park City Mines Company reserves the right to supplement this response as additional information and documents become available.

Response of United Park City Mines Company, 12/30/87

QUESTION 7

Please identify all persons, including Respondent's employees, who have knowledge or information about the mining and milling operations or related to the Richardson Flat site.

RESPONSE

United Park City Mines Company employees:

E. L. Osika, Jr.
Kerry C. Gee
Joe McPhie
Theodore L. Smith
Reed V. Clawson

Other Persons:

Noranda Mining Inc.
P. O. Box 45
Commerce Court West
Toronto, Ontario, Canada M5L 1B6

Park City Ventures
c/o The Anaconda Company
555 17th Street
Denver, Colorado 80217

John Cesar (Noranda Mining Inc.'s
Operations)
2596 North Silver
Silver City, New Mexico 88061

Frank W. Millsaps (Park City Venture's
Milling Operations)
Address is unknown at this time.

United Park City Mines Company reserves the right to supplement this response as additional information and documents become available.

Response of United Park City Mines Company, 12/30/87

QUESTION 8

Please identify current owner and any previous owners of the Richardson Flat site and the dates of ownership.

RESPONSE

Current owners:

Fee Title
United Park City Mines Company, 1953-present
(a Delaware Corporation)
309 Kearns Building
Salt Lake City, Utah 84101

State of Utah, Highway Department
State Capital
Salt Lake City, Utah

Union Pacific Railroad Company
1416 Dodge Street
Omaha, Ne. 68179

Previous owners:

Leasehold Interest
Noranda Mining Inc., 1979-1982
(a Delaware Corporation)
P. O. Box 45
Commerce Court West
Toronto, Ontario, Canada M5L 1B6

Park City Ventures, 1970-1979
(a Joint Venture of The Anaconda Company & ASARCO)
555 17th Street
Denver, Colorado 80217

Fee Title
Silver King Coalition Mines Company, ? -1953
Park Utah Consolidated Mines Company, ? -1953
Park City Mining & Smelting Company, ?
Judge Mining & Smelting Company, ?
Daly West Mining Company, ?

Note: United Park City Mines Company is currently reviewing its records and will supplement its response to this question with specific dates and exhibits when the documents are located.

QUESTION 9

Please identify any current or previous operators or lessors of the Richardson Flat site. For each operator, further identify:

- a. the dates of their operation at or lease of the site.
- b. the nature of their operations at the site.

RESPONSE

1. Noranda Mining Inc. (Delaware corporation)
P. O. Box 45
Commerce Court West
Toronto, Ontario, Canada M5L 1B6
Telephone: ?
Date of Operations: Mining Lease 08/22/1979-04/20/1982
(Exhibit 1-A)
Nature of Operations: Disposal of Mill Tailings
2. Park City Ventures (Joint Venture of The Anaconda Company and ASARCO)
c/o The Anaconda Company
555 17th Street
Denver, Colorado 80217

Telephone: 303-575-4000

Date of Operations: Mining Lease 04/15/1970-08/21/1979
(Exhibit 1-B)
Nature of Operations: Disposal of Mill Tailings
3. George W. & Ray Wortley - Wortley Company
P. O. Box 102
Park City, Utah 84060

Telephone: 801-649-8016

Date of Operations: Aggregate Lease 04/20/82-present
(Exhibit 1-C-1 & 1-C-2)
Tailings Lease 04/20/82-10/31/86
(Exhibit 1-C-3 & 1-C-4)
Nature of Operations: Mining of aggregate for
construction material and mining
of tailings for smelter flux

Continued on next page

Response of United Park City Mines Company, 12/30/87
Question 9 continued

4. Gibbons & Reed Company
P. O. Box 30429
Salt Lake City, Utah 84125
Date of Operations: Aggregate Lease 04/20/82-04/19/85
(Exhibit 1-D-1 & 1-D-2)
Nature of Operations: Mining of aggregate for
construction
5. Silver King Coalition Mines Company (corporation)
Date of Operations: Unknown at this time - believed to
have been approximately from 1911 to
1952
Nature of Operations: Disposal of Mill Tailings
6. Daly-Judge Mining Company (corporation)
Date of Operations: Unknown at this time - believed to
have been approximately from 1911 to
1916
Nature of Operations: Disposal of Mill Tailings
7. Judge Mining & Smelting Company (corporation)
Date of Operations: Unknown at this time - believed to
have been approximately from 1916 to
1922
Nature of Operations: Disposal of Mill Tailings
8. Park City Mining & Smelting Company (corporation)
Date of Operations: Unknown at this time - believed to
have been approximately from 1922 to
1926
Nature of Operations: Disposal of Mill Tailings
9. Park City Municipal Corporation
P. O. Box 1480
Park City, Utah 84060
Date of Operations: 10/12/1973 to 1985
(Exhibit 1-E)
Nature of Operations: Operation of a Sanitary Land Fill
for municipal waste

United Park City Mines Company reserves the right to
supplement this response as additional information and
documents become available.

ASSIGNMENT

THIS ASSIGNMENT, made and entered into this 21 day of April, 1979, by and between PARK CITY VENTURES, a Utah partnership (hereinafter designated "Ventures") and NORANDA EXPLORATION, INC., a Delaware corporation (hereinafter designated "Noranda");

W I T N E S S E T H:

WHEREAS, United Park City Mines Company (hereinafter designated "UPC") and Ventures mutually executed and delivered a certain Agreement and Lease dated April 15, 1970, an Indenture with relation to which is recorded in Book 70 at Page 155, records of Wasatch County, Utah, and in Book 27, Page 233, records of Summit County, Utah, which Agreement and Lease related, among other things, to the real property and interests in real property which were described in Exhibit A attached thereto, a copy of portions of which Exhibit A is attached hereto as Exhibit 1 and by this reference made a part hereof; and

WHEREAS, said Agreement and Lease was amended and supplemented by the following documents, all of which were executed and delivered by the parties to said Agreement and Lease;

A. An Amendment and Supplement to Agreement and Lease, dated May 1, 1973, a copy of which is attached hereto as Exhibit 2 and by this reference made a part hereof.

B. A Second Amendment to Agreement and Lease dated February 10, 1975, a copy of which is attached hereto as Exhibit 3 and by this reference made a part hereof.

C. An Amendment and Supplement to Agreement and Lease dated April 2, 1975, a copy of which is attached hereto as Exhibit 4 and by this reference made a part hereof.

D. A Fourth Amendment to Agreement and Lease dated May __, 1979, a copy of which is attached hereto as Exhibit 5 and by this reference made a part hereof.

which Agreement and Lease as so amended and supplemented is hereinafter designated the "Lease"; and

WHEREAS, it is the desire of the parties hereto that Ventures assign to Noranda all of its right, title and interest in, to and arising under the Lease.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Ventures hereby sells, assigns, transfers, and conveys to Noranda all of the rights, titles and interests of Ventures in, to and arising under the Lease and in and to the real and personal property and interests in real and personal property which are the subject of said Lease.

2. Noranda hereby assumes and hereby agrees to perform and discharge all duties and obligations of Ventures under the Lease accruing on or after August 22, 1979 or relating to periods on or after August 22, 1979.

3. This Assignment is executed and delivered pursuant to the terms of a certain Agreement dated May 22, 1979 between the parties hereto and shall be subject to all applicable provisions of said Agreement.

4. This Assignment is and shall be binding upon and inure to the benefit of the parties hereto and UPC and their respective successors and assigns.

5. This Assignment shall be interpreted and enforced in accordance with the laws of the State of Utah.

DATED the day and year first above written.

PARK CITY VENTURES

By THE ANACONDA COMPANY,
a general partner

By 107
Vice President

By ASARCO INCORPORATED,
a general partner

By General Manager
Western Mining Department

NORANDA EXPLORATION, INC.

By _____
President

ATTEST:

Secretary

STATE OF UTAH

SS.

COUNTY OF SALT LAKE

On the 22nd day of August, 1979, personally appeared before me C.W. Campbell, who, being by me duly sworn, did say that he is the General Manager, Western Mining Department, of Asarco Incorporated, a New Jersey corporation, and that the within and foregoing Assignment was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said C.W. Campbell duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

NOTARY PUBLIC

Residing at: Salt Lake City, Utah

My Commission Expires:

June 7 1983

STATE OF COLORADO

COUNTY OF DENVER

SS.

On the 21st day of August, 1979,
personally appeared before me B. A. Bartu,
who, being by me duly sworn, did say that he is the Vice
President of The Anaconda Company, a Delaware corporation,
and that the within and foregoing Assignment was signed on
behalf of said corporation by authority of a resolution of
its Board of Directors, and said B. A. Bartu
duly acknowledged to me that said corporation executed the
same and that the seal affixed is the seal of said corpora-
tion.

Blair H. Best
NOTARY PUBLIC
Residing at: Monroe, Colorado

My Commission Expires:
My Commission expires September 22, 1981

STATE OF

COUNTY OF

SS.

On the 15 day of September, 1979, per-
sonally appeared before me _____,
who, being by me duly sworn, did say that he is the Presi-
dent of Noranda Exploration, Inc., a Delaware corporation,
and that the within and foregoing Assignment was signed on
behalf of said corporation by authority of a resolution of
its Board of Directors, and said _____
duly acknowledged to me that said corporation executed the
same and that the seal affixed is the seal of said corpora-
tion.

[Signature]
NOTARY PUBLIC
Residing at: _____

My Commission Expires:

CONSENT

UNITED PARK CITY MINES COMPANY, a Delaware corporation, in accordance with Article 20(d) of the Lease described and identified in the foregoing Assignment hereby consents to the execution, delivery and performance by the parties thereto of the foregoing Assignment.

This Consent shall not be deemed to amend or modify the Lease described and identified in the foregoing Assignment, nor to alter or waive any rights of UPC thereunder.

DATED the 22nd day of August, 1979.

UNITED PARK CITY MINES COMPANY

By Miles J
President

ATTEST:

E. L. Chika
Secretary

STATE OF UTAH)
) ss.
COUNTY OF)

On the 22nd day of August, 1979, personally appeared before me Miles P. Romney, who, being by me duly sworn, did say that he is the President of United Park City Mines Company, a Delaware corporation, and that the within and foregoing Assignment was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said Miles P. Romney duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Lianne Johnson
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:

June 7, 1983

EXHIBIT A

ATTACHED TO AGREEMENT AND LEASE DATED APRIL 15, 1970
BETWEEN UNITED PARK CITY MINES COMPANY, AS "UPC", AND
PARK CITY VENTURES, AS "LESSEE".

PATENTED MINING CLAIMS AND MILLSITES

All of the right, title and interest of UPC in
and to all minerals situated in, upon or under the fol-
lowing described patented lode mining claims and millsites
together with the right to enter upon the surface and to
utilize the same for all purposes in connection with or
related to mining, removal and sale of such minerals, sub-
ject however to the further provisions of this Exhibit set
forth in the section entitled "RIGHT OF UPC TO DISPOSE OF
PROPERTY INTERESTS".

UINTAH MINING DISTRICT - SUMMIT COUNTY, UTAH

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Antelope	6741
Antelope No. 2	6756
Arms	259
Banner Millsite	47
Ben Harrison	652
Beware	5073
Bonanza	630
Carbenit	262
Chloride	627
Claire	5326
Claire No. 1	5447
Claire No. 2	5447
Contact	4570
Colorado	5073
Creole	219
Creole No. 2	315
Creole No. 3	4938
Cumberland	638

EXHIBIT 1

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Deer Valley East	4570
Deer Valley West	4570
Elk	6740
Engineer	3441
Exchange	629
Frida	5665
Galena	628
George	645
Goodell Millsite	227-B
Gopher	602
Henry	640
Huron Mine	256
James R. Wright, Amended	5839
Jennie Lind	708
Jeremiah	313
John	643
Joker	6658
Justice	6103
Keno	325
Kentucky No. 1	619
Kentucky No. 2	620
Kentucky No. 3	621
Kentucky No. 4	622
Kentucky No. 5	623
Kentucky No. 6	624
Kentucky No. 7	625
Kentucky No. 8	626
Kentucky No. 9	5840
Kentucky No. 10	5837
Lark	6225
Lilly	5665
Lilly No. 2	5665
Lilly No. 3	5665
Lookout	5073

NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

May Flower Millsite	220-B
May Flower No. 2	613
May Flower No. 8	618
Mazepah Millsite	301-B
Moose No. 1	6727
Moose No. 2	6727
Moose No. 3	6727
Moose No. 4	6727
Moose No. 5	6727
Moose No. 6	6727
Nero	589
Newell	653
Northland	599
Oasis	632
Olive Branch Millsite	226-B
Ontario Millsite	
Orlando	587
Oro	588
Park City	633
Park View	655
Park View No. 2	3058
Pearl	723
Polygon	723
Pyramid	6028
Ravine	723
Rumney	639
Sal	6856
Samuel	646
San Joaquin	257
Sheridan	637
Silver Hill	631
Sunrize	5833
Sunrize Fraction	5833
Susan B	3071
Switzerland Millsite	52

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Tender Foot	255
Trestle	644
Trump	265-A
Trump Millsite	265-B
Typo	648
Typo No. 2	649
Typo No. 3	650
Typo No. 4	651
Una	3056
Virginia	258
Washington Millsite	80-B
Wedge	673
Wisconsin	5665
Woodside	56
Woodside Extension	254
Yaup	264-A
Yaup Millsite	264-B
Abby	165
Abby	405
Abdallah	549
Accidental	4765
Amended Ace of Diamonds	5453
Addenda, Amended	384-A
Addie, also part in Wasatch County	158
Adelaide	499
Adonis	506
Aetna	196
A. Garfield	261
Albion	251
Alice Ryan	202
Alta	527
Ameer	137
Ampheon	718
Anaconda No. 3	4850
Andes	717

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Anna	6159
Anna Marie	4861
Antelope	268
Antelope	6741
Antelope No. 3	7023
Anthony	4647
Antietam	721
Ape	421
Apex	5587
Apex No. 2	352
Appendix	4487
Appolo	426
Appomattox	504
Apostate	720
Apostle	720
Arthur	690
Arthur	4784
Aspen	5591
Atlanta	4850
Aurora	298
Austin	473
Ax, also part in Wasatch County	6902
Baby	127
Ballman	205
Baltimore	536
Banner	47
Barrios	173
Belcher	479
Bell	6279
Bellonte	7150
Bell Mont	284
Belmont	372
Belmont	4850
Benton	367
Berlin	721
Bess F	6714

NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

Bible Back	177
Big Stick	6212
Bird	422
Bizane	731
Black Bear	209
Black Bird Mining Claim	4846
Black Diamond	180
Black Hawk	208
Black Horse	4846
Block	6211
Bluff	4952
Bonny Ida	152
Boss	126
Boulanger	731
Brave Columbia	214
Broadway	223
Broadway Fraction	4867
Bryan	4107
Bryan	6209
Buckey	41
Buckeye	4720
Bull Run	721
Bunker Hill	731
Butcher Boy	478
Caledonia	729
Calhoun	723
California	718
California	4245
Captain	3041
Captain Mollie	711
Cash Box	6210
Cashier	496
Cave	75
Celeste	74
Central	332
Central	80-A

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Central Hill	670
Challenger	72
Champion	186
Champion	4850
Champion Fraction	4866
Chance	668
Chance No. 2	334
Chancellor	420
Chapter	335-A
Check	7149
Chelsea	559
Chief of the Park	91
Cicero	723
Cinderella	5107
Clambia	486
Clara No. 2	221
Clara Davis	51
Clay	723
Clematis	5591
Cleveland	427
Cliff	5312
Climax	174
Coin	3115
Colbath	720
Columbus	4640
Come at Last	199
Comstock	207
Comstock No. 2	423
Confidence	5099
Congress	187
Conkling	689
Connelly	208
Constitution	215
Contact	4570
Convention	3116
Convict	139

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Copper	5453
Cora	497
Corner Stone	452
Corr	73
Cortez	5591
County	476
Cricket	6781
Croesus	5316
Croppy Boy	513
Crown Point	231
Crown Point	530
Crown Prince	263
Cuba	347
Cumberland	216
Cumberland	666
Cumberland No. 2	500
Custer	327
Custer	728
Custer No. 2	4850
Dakota	133
Daly	242
Daniel O'Connell, also part in Wasatch County	92
Danville	368
Dark Horse	189
Darwin	6278
Daylight	270
Dead Easy No. 1	5591
Dead Easy No. 2	5591
Deer Valley East	4570
Deer Valley West	4570
Delaware	665
Delta	723
Deuce	5915
Diamond	322
Dick Turpin	440

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Dick Turpin Fraction No. 1	4860
Disappointment	276
Dispute	533
D. and M.	3822
Dolores Nos. 1 and 2	6208
Domingo	171
Dr. W. F. Smith	225
Dreadnaught Tunnel	82
Dutchman	3008
Eastman	414
Eclipse	6901
Edison	6280
Egypt	371
Eldorado	113
Eldorado No. 2	3055
Electric Light	730
Elkhorn	351
Ella	582
El Madhi	356
Emaly	394
Emly	698
Emma Jane	98
Empire	297
Engineer	3441
Esther	323
Ester Hale	565
Ethel	6859
Eudora	110
Euphrates	377
Eureka	104
Eureka	663
Europe	101
Evangeline	507
Evening Star	4720
Evergreen	701

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Fairbanks Fraction	5364
Fairbanks Amended	5364
Fairview	106
Fallon, Amended	179
Field	6279
Finis	357
Fitz Lode	7148
Fortune Teller	135
Forty Nine	316
Fountain	302-A
Fraction	713
Fraction	160
Fraction	4678
Fraction Mining Claim	5587
Fraction	321
Fraction, Amended	728
Frank and Roy, also part in Wasatch County, Blue Ledge District	63
Franklin	474
Fraser	6156
Frederick	539
Free Coinage	3428
Free Thinker	711
Fremont	146
G. G. Tait	555
Galileo	6280
Gambetta	731
Garvey Mine	103
Gazelle	269
General Dodge	222
General Norton	4970
Georgeanna No. 1	460
Georgeanna No. 2	461
Georgeanna No. 3	462
Georgeanna No. 4	463

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Gettysburg	731
Gifford	477
Gimlet	5639
Glenn	140
Golden Chariot	175
Golden Gate	722
Golden Robin	5591
Goldenrod	5591
Gold King	4209
Gold Wedge	5453
Goodell	227-A
Grand Prize	90
Great Basin	395
Great Basin No. 2	396
Great Eastern	68
Grizzly	365
Grundy	475
Hamlet	435
Hanauer	6782
Hanna	218
Harrington	4900
Hatty Greene No. 1	466
Hatty Greene No. 2	467
Hatty Greene No. 3	468
Hecla	431
Hecla	197
Hellen Jessey	126
Hendricks	428
Henrietta	70
Herat	412
Herschel	6277
Hidden Treasure	64
Hidden Treasure No. 2	116
High Card No. 1	5591
High Card No. 2	5591
High Card No. 3	5591

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Hirnet No. 2	464
Hirnet No. 3	465
Hope	7050
Hope	260
Hope	299
Hoyt	253
Hunter	521
Huron	699
Huxley	6278
Hyde Park	472
Iago	434
Ida Belle	185
Ida Steele	4176
Illinois	233
Illinois	711
Independence	4246
Index	3049
Indiana	4760
Intervention	308
Iowa	556
Iowa No. 2	557
Iron Horse, also part of Wasatch County	110
Iron Horse	4720
James A. Garfield	236
Japan	346
Jeanette No. 2	162
Jennie Lind	708
Jennie Powers	65
John Mackay	518
Jones	4677
Jordan	167
Jubilee	4137
Jubiter	128
June Bride	6860

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
June Bug No. 1	5140
June Bug No. 2	5140
June Bug No. 3	5140
June Bug No. 5	5140
Justice	6103
Kaas	5639
Keene	252
Kelvin	6280
Kennedy	522
Kentucky No. 4	622
Keokuk	285
Key Stone	469
King	4970
King Con. No. 1	6858
King Extension	728
King William	129
Kite	6045
Know You Don't	354
Ladies Drum No. 1	609
Ladies Drum No. 2	610
Ladies Drum No. 3	611
Lady Morgan	164
Laird	3118
Lake Shore No. 1	441
Lake Shore No. 2	457
Lake Shore No. 3	458
Lake Shore No. 4	459
Lancet	345
Last Chance	48
Last Chance Mill Site	48-A
Last Chance No. 1	5591
Last Chance No. 2	60
Last Chance No. 2	5591
Legal Tender	3503

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Liberty	279
Lilley of the West	517
Lincoln	191
Link	714
Little Billie	3117
Little Helen	409
Little Maggie	134
Little Maud	67
Little Mc	53-A
Little Nettie	425
Little Percy	4953
Little Pittsburgh	470
Little Reb	424
Lizarena	369
Lockport	538
Lode Line, also part in Wasatch County	3303
Lodi	721
Lone Tree, also part in Wasatch County	120
Long Fellow	419
Lookout	667
Lookout	485
Lucky	443
Lucky Boy	4720
Lucky Boy	529
Lucky Jim	403
Lucky Jim No. 2, also part in Wasatch County	402
Madrid	721
Madura	349
Magnet	537
Magnolia	109
Malchite	281
Mammett	360

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Manhattan	117
Manhattan No. 2	3050
Maple	5591
March	5453
Marconi	6276
Marie	4744
Marie	5141
Mark Anthony	6485
Marshall	398
Marshall No. 2	399
Martha Mine	5145
Maryatta	366
Mary Ellen	79
Mary Jane	4850
Mary Lou	7030
Massachusetts Fraction	4676
Mat & Pat	311
Matchless	702
Matthew	324
Maud H	585
May Flower No. 2	613
May Flower No. 8	618
Mazepah	239
M. C.	363
McCarty No. 1	4970
McCarty No. 2	4970
McKay	71
Merremack	4720
Mikado	429
Milkecedy	711
Mineral Spring	526
Miners Delight	112
Miners Delight	4970
Minnesota	703
Minnesota	4720

NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

Minnie Hubbard	380
Minnie Kescel	438
Minnow	654
Minooka	241
Missouri	138
Missouri	272
Mite	6780
M. J. Fraction	4862
Mocking Bird	4970
Molly Stark	495
Moniter	719
Monitor	4720
Monno	373
Monroe Doctrine	217
Montana	283
Montezuma	115
Monza	721
Moray	711
Morning Star	143
Morse	6279
Mount Blanc	721
Mount Hope	4850
Mountain Bell	531
Mountain Chief	238
Mount Green, also part in Wasatch County	157
Mountain Green No. 2	401
Mountain Spring	339
Mountain Top, also part in Wasatch County	170
Mountain View	568
Mulkahy	194
Munadore	161
Nachusa	558
Napoleon	731
Naragansett	489

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Narrow Gauge	81
Nellie	712
Nellie Wall	168
Nelson	3100
Nemrod	181
Neptune	361
Nero	192
Nero	589
Nettie	266
Nevin	4785
New Found Treasure	240
New Port No. 1	731
New Port No. 2	731
New Port No. 3	731
Newton	6277
New York	330
New York No. 3	4850
Ney	731
Niagara	700
Ninety Nine	4742
Nora	4898
Norma	4177
Northern Light	4211
Northland	599
North Pole	600
North Star	444
North Star	4720
Notch	3437
O'Brian	50
Occident	121
Odin Mine	5322
Oldham	4970
Olive Branch	226-A
Omega, also part in Wasatch County	510
Ontario	37-A
Ophelia	436

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Oregon	348
Orient	120
Orlando	587
Oro	588
Ossian	99
Othello	433
Ottowa	243
Ottumwa	716
Outlet	3075
Overall	378
Overshirt	564
Paloma No. 1	6860
Paloma No. 2	6860
Paloma No. 3	6860
Paloma No. 4	6860
Paloma No. 5	6860
Paloma No. 6	6860
Panama	6688
Pannaeka	718
Park City Consolidated	97
Park View No. 2	3058
Parker	725
Parleys Park	45
Parrot	502
Pat Casey	249
Pauper	2971
Pavia	731
Pay Day	3520
Pearl	723
Peary-Cook	6280
Pelican	492
Phoebe	7006
Phyllis	7006
Pikes Peak	721
Pinafore	505

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Pinyon & Pinyon Extension	42
Pioneer, also part in	
Wasatch County	44
Pioneer Extension No. 3	3306
Pique No. 2	4741
Pique No. 3	4742
Pirate King	580
Plevna	359
Plutus	267
Polygon	723
Pontiac	581
Poor Man	671
Potomac	430
Potosi, also part in Wasatch	
County	3304
Potosie	491
Prospect	490
Protection	3074
Puritan City	471
Putnam	147
Queen	3438
Queen of the Hills	282
Queen of the Hills	4970
Quincy	203
Quinn	501
Racine	234
R.C.C.	4106
Rebecca	119
Rebellion	193
Red Cloud	528
Red Pine	228
Red Warrior	358
Reliance	6906
Remnant	338
Remnant	6182

NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

Reward	344
Richmond	731
Riel	391
R. K. D.	287
Roamer	337
Roaring Lion	183
Rochester, also part in Wasatch County	508
Romany	336
Rory of the Hill	519
Roscamp	286
Rose Bud, also part in Wasatch County	156
Rose Bud	406
Rosebud No. 2	400
Rosina	63
Ruins of Pompeii	353
Rupert	487
Russian	415
Russian Bear	309
Salient	6659
Samoa	635
Sample	331
Sampson	88
Sampson No. 2	89
Samuel	178
Sandy	154
Sandy Hook	201
San Francisco	6158
San Pedro	6029
Santiago	721
Saratoga	149
Saw Mill	83

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Scott	397
Scrap	320-A
Scrap Mill Site	320-B
Sea Foam	407
Second	6155
Seldom Seen No. 1	5591
Seldom Seen No. 2	5591
Seldom Seen No. 3	5591
Seldom Seen No. 4	5591
Seldom Seen No. 5	5591
Seldom Seen No. 6	5591
Seldom Seen No. 7	5591
Seldom Seen No. 8	5591
Seldom Seen No. 9	5591
Seldom Seen No. 10	5591
Senate	235
Separator	6903
Shamus O' Brian	195
Sheridan	340
Sheridan	637
Short Line	343
Show Me	6157
Shurtleff	523
Side Winder	603
Silver Bell	4176
Silver Clift	244
Silver Dollar	566
Silver Hill No. 4	5840
Silver King No. 1	656
Silver King No. 2	657
Silver King No. 3	658
Silver King No. 4	659
Silver Treasure	66
Sitka	721

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Slapjack No. 1	5591
Slapjack No. 2	5591
Sleepy Rock	6486
Snow Slide	3305
Snyder	5629
Solace	350
Solid Muldoon	131
Solo	6711
Sonora, also part in Wasatch County	509
Spring	664
Spring	445
Spring Claim No. 6	4850
Squair Deal	136
Square Deal	6048
Star	720
Star Gazer	111
Starlight	3069
Steamboat	567
Sterling	364
Stewart	392
St. Louis	108
St. Louis	370
Storm King	408
Stormont	437
Storey	362
Stuart	213
Summit	329
Sunlight	3070
Sunnyside Mining Claim	5931
Sunset	705
Sun Set No. 3	707
Superior	87
Svengali	3439
Swisserland	46

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Taft Fractions	6046
Teddy Bears	5914
Thayne	163
Thiers	731
Three Ply	326
Tidal Wave	142
Tiko	5591
Tina	159
Tip Top	312
T. J. Pound	524
Toronto	148
Toulon	721
Trainer	333
Trestle	644
Trey	6030
Triangle	224
Triangle	488
Tribune	525
Trilby	3436
Trump	265-A
Tycoon	141
Tyndall	6280
Uintah	3040
Una	3056
Union Fraction	672
Union	78
U. P. No. 2	724
Union Tunnel Lode No. 2	122
United	92
Ural	732
U. S.	715
Utah Central	3205
Valpariaso	3048
Vermont	105
Vernal	731

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Vesuvius	726
Vicksburg	731
Victoria	432
Walker & Walker Extension	40
Wandover	6485
War Eagle	96
War Eagle No. 2	442
Warren Nos. 1, 2, 3, 4 & 5	6292
Warsaw	721
Wasatch	86
Washington Tunnel Mine	49
Waterloo	731
Webster	723
Wedge	673
West Ontario No. 1	453
West Ontario No. 2	454
West Ontario No. 3	455
West Ontario No. 4	456
Whipple Will	4970
White Bear	310
Whitford	57
White Hawk	4245
White Horse	5074
White Pine Gould & Silver, also part in Wasatch County	65
White Rock	5453
Whitney	6280
Wide West No. 2	153
Wide West No. 2	69-A
Wild Bob	184
Wilfley	6275
Wizard	590
Wizard No. 2	598
Wolverine	232
Woodbine	114

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
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Woodbine No. 2	3051
Woods	381
Yaup	264-A
Zack Chandler	190
Zebra	723
Zenda	3440
Zephyr	439

Marsac Millsite

being a part of Section 16,
Township 2 South, Range 4
East, Salt Lake Meridian,
and more particularly
described as follows:

Beginning at the Northwest Corner
of Marsac Millsite and running
thence South 23° 38' East 360.6 feet;
thence North 66° 34' East 30 feet;
thence South 23° 38' East 50 feet;
thence South 66° 34' West 30 feet;
thence South 23° 38' East 200 feet;
thence North 66° 34' East 50 feet;
thence South 23° 38' East 50 feet;
thence South 66° 34' West 50 feet;
thence South 23° 31' East 100 feet;
thence North 66° 34' East 40 feet;
thence South 23° 31' East 30 feet;
thence South 66° 34' West 40 feet;
thence South 23° 31' East 50 feet;
thence North 66° 34' East 50 feet;
thence South 23° 31' East 25 feet;
thence South 66° 34' West 50 feet;
thence South 23° 31' East 100 feet;

NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

thence North 66° 34' East 25 feet;
thence South 23° 31' East 30 feet;
thence South 66° 34' West 25 feet;
thence South 23° 31' East 20 feet;
thence North 66° 34' East 25 feet;
thence South 23° 31' East 50 feet;
thence South 66° 34' West 25 feet;
thence South 23° 31' East 27.6 feet;
thence North 66° 34' East 80 feet;
thence South 42° 17' East 353.6 feet;
thence South 19° 43' East 440 feet;
thence South 5° 47' East 250 feet;
thence North 66° 22' East 207.6 feet;
thence North 23° 38' West 1106.7 feet;
thence South 66° 34' West 199.8 feet;
thence North 23° 31' West 157.3 feet;
thence South 66° 34' West 30 feet;
thence North 23° 31' West 200 feet;
thence North 66° 34' East 229.1 feet;
thence North 23° 38' West 446.6 feet;
thence North 81° 17' West 355.1 feet
to place of beginning and containing
8.035 acres more or less.

Mayflower No. 7	607
Mayflower No. 5	616
Mayflower No. 4	615
Bird	(422) 432
Equinoctial	642
Francis	4859
Freja	3131
Luck	714
Mayflower No. 1	612
Mayflower No. 3	614
Mayflower No. 6	617

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Mt. Cenis	534
Snap D & M Group	6487
Weymouth D & M Group	4846
Paloma No. 7	6860
Paloma No. 8	6860
Paloma No. 9	6860
Paloma No. 10	6860
Paloma No. 11	6860
Tallon	6344
Arrowhead	6900
Navy Fraction	036304
Nite	6780
Coste	7151
Herbert Lode	7031
Hoover Lode	7032
Anthony	4647
Cumberland No. 2	500
Nora	4898
Quinn	501
You Bet Your Boots No. 12	375
Austin (Sur. 6212)	473
American Bird	393
Minnie Haha (Not Patented)	411
Highbinder	604
Housatonic	535
Mary Ann	169
Mineral Spring	526
Revised	294
Almy	318
Annex	317
Commandry	355
Fredrick	539
Goodell Millsite	227-B
Kervin	58
May Flower	220-A

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Sag	447
Maryland (Not Patented)	493
Ajo No. 6	6989
Ajo No. 7	6989
Ajo No. 8	6989
Ajo No. 14, part in Wasatch County, Blue Ledge	6989
Ajo No. 15, part in Wasatch County, Blue Ledge	6989
Ajo No. 21	6989
Ajo No. 22	6989
Ajo No. 23	6989
Beware	5073
Colorado	5073
Lookout	5073
White Horse	5074
Old Judge	246
Tigur	230
Keystone	388
Standard	305
Ocean Wave	387 (amd.)
Bruser	275
Consolidated	304
Progres	306
Block	6211
U. J. Wenner	274
Red Fox	212
Regulator	303
Meno No. 6	278
Silver Key	247
A. Garfield	261
Dr. W. F. Smith	225 (Amd.)
Pine Grove	5055
Fraction	5058
General Dodge (in part)	222
Needle (in part)	5056

BIG COTTONWOOD MINING DISTRICT - SALT LAKE COUNTY, UTAH

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Advance	166
Alcesta	167
Aspoos	296
Aspoos Extension	157
Bullion	172
Corianton	5138
Gates	4204
Granit Mining Claim No. 1	4688
Granit Mining Claim No. 2	4688
Granit Mining Claim No. 3	4688
Granit Mining Claim No. 4	4688
Granit Mining Claim No. 5	4688
Granit No. 6	5124
Granit No. 7	5124
Granit No. 8	5124
Green	4204
Hale	4625
Janette	160
Jimmie Read	5144
Knox	4216
Lady of the Hill	161
Lee	4597
Lit Mining Claim	5387
Lost Maid	170
Lucky John	156
Majestic	4597
Marion	4204
Matella	169
Mayflower	173
McGhie	168
Midland	164
Miners Dream No. 2	158
Montreal, 1/4th interest only	181

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Pauper	171
Pioneer	165
Princess Ella, also part in Wasatch County	4686
Princess Ella No. 2, also part in Wasatch County	6273
Princess Ella No. 3, also part in Wasatch County	6274
Roosevelt No. 1	4919
Roosevelt No. 2	4919
Roosevelt No. 3	4919
Roosevelt No. 4	4919
Roosevelt No. 5	4919
Roosevelt No. 6	4919
Roosevelt No. 7	4919
Roosevelt Fraction	4937
Roosevelt Fraction No. 2	5124
Silver Cloud Mining Claim	5124
Silver Cloud No. 2	5123
St. Claire	4597
Sunlight	155
Wedge	159
Wendella	5144
West Extension of the Matella	4602
White Bear	163
White Bear Extension	162
Winona No. 1	5124
Winona No. 2	5124
Jonette	160
Montreal	181
Wedge, also part in Wasatch County - Snake Creek	159
Lucky John	156
Silver Cloud No. 2	5123

BLUE LEDGE MINING DISTRICT - WASATCH COUNTY, UTAH

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Alladin	69
Allison	186
Argus	164
Bandana	160
Banister	93
Bird's Eye	6755
Birdseye No. 2	7022
Boulder	88
Boulder No. 3	90
Buckeye	6703
Buckeye No. 2	6703
Buckeye No. 3	6703
Bullseye No. 3	7005
Caledonia	146
Caledonia No. 2	163
Clara	39-A
Clara Millsite	39-B
Colorado	78
Curtis	189
Daniel O'Connell, also part in Summit County	92
Ebenezer	212
Ely No. 1 Amended	6707
Ely No. 2 Amended	6707
Ely No. 3 Amended	6707
Emma	38
Erie	64
Fairmount	105
Flora McDonald	140
Gazelle	6753
Gnats Eye	7009
Hampton	133

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>	
Hawkeye	40	
Hawkeye No. 2	85	
Idabelle	52	
Ida Bell No. 2	89	
Indian Queen	48	
Iron Horse, also part in Summit County	110	
Island	7008	
I.X.L.	86	
James Thompson	3426	
James Thompson No. 2	3427	
Joe Walker	51	
Jones	46	
Jones Mine No. 2	63	
Kate Walker	50	
Lady of the Lake	42	
Lowell Mine & Co.	41	
McHenry	37	
McHenry No. 2	49	
May Fly	71	
Mohawk	62	
Montana	183	
Morton	156	
Murray	158	
Mail Driver	70	
Nevada	96	
North Dakota	185	
Obediah	2959	
Pioche No. 2, 3/4ths interest only	172	David Keith, Jr. 1/2
Pioche No. 3, 3/4ths interest only	173	"
Pioche No. 4, 3/4ths interest only	174	"
Pioche No. 7, 3/4ths interest only	175	"
Pioche No. 8, 3/4ths interest only	176	"
Pioche No. 9, 3/4ths interest only	177	"
Pioche No. 10, 3/4ths interest only	178	"

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>	
Pioche No. 11, 3/4ths interest only	179	David Keith, Jr. $\frac{1}{2}$
Pioche No. 12, 3/4ths interest only	180	"
Pioche No. 14, 3/4ths interest only	181	"
Pocotello	57	
Rattler	153	
Rattler No. 2	154	
Red Cloud	139	
Red Cloud No. 2	141	
Red Cloud No. 3	142	
Red Cloud No. 4	143	
Ruby	209	
Side Hill	145	
Silver Hill	47	
Silver King	162	
South Dakota	184	
South West Bonanza	94	
Teddy No. 1	6058	
Teddy No. 2	6058	
Thurman	155	
Utah	68	
Utah Terra	159	
Walker	58	
Washington	182	
White Pine Gould & Silver	65	
Wilson & Barrett	53	
Worlds Wonder	119	
Poton	3304	
Nondescript	157	
Ophir (Not Patented)	5120	
Oregon	3775	
Ozark No. 2	5262	
Reliance	5262	
Troy	5262	
Tryangle (Not Patented)	5119	

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Bay Horse No. 2	546
Columbus	6049
Connelly (1/16th interest only)	208
Gresham	110
Horse Shoe	547
Jesse	545
Michael Davitt	511
Minni Sink	512
Ogden	148
Lillie of the West (Not Patented)	514
Mary Ellen	79
Ajo No. 14, also part in Summit County - Uintah	6989
Ajo No. 15, also part in Summit County - Uintah	6989

SNAKE CREEK MINING DISTRICT - WASATCH COUNTY, UTAH

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Addie, also part in Summit County	158
Alger	111
Arthur	65
Autummal	89 Amd.
Ax, also part in Summit County	6902
Black Jack	4745
Boulder	140
Bunker	156
Bunker Lode No. 2	152
Catch All	124
Cold Spring	132
Contact	70
Crete	3301
Daylight	136
Dick	3282
Enterprise	115
Evangeline, also part in Summit County	507
Flat Iron	5035
Focus	88
Forest	90
Frank and Roy, also part in Summit County	63
Grand Deposit	77
Grace	143
Great Western	138
Hard Tack	131
Harrison	144
Harry	3281
Henrietta	64
Hoover	6984
Horn Silver	5398

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Iron Clad	83
Iron Clad No. 2	82
J. I. C.	155
J. I. C. No. 2 Extension	153
Jim Blaine	74
Judge	86
Kalamazoo	61
Kilkenny Mining Claim	4616
Kilkenny No. 2	4918
King Solomon	141
Knickerbocker	116
Lake	139
Little Ned	85
Lode Line, also part in Summit County	3303
London	135
Lone Tree	120
Lost Lode	3308
Lucky Jim	403
Mabel	67
Mananactor	130
Mary Ellen	84
Marvle	3299
McKinley	112
Midget Fraction	56
Minnesota	48
Minnesota Extension	76
Mocking Bird	4666
Monroe	3298
Monta & Neddle	42
Mountain Green	157
Mountain Top	170
Mount Vernon No. 1	47
Mount Vernon No. 2	46

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Nile	3301
Nip & Tuck	114
Occident	69
Occidental	117
Old Arm Chair	113
Oldham	119
Oldham	126
Omega, part in Summit County	510
Oregon	133
Orient	68
Oriental	3301
Pioneer	44
Plumed Knight	147
Plutonic	94
Point Junction	125
Potosi, also part in Summit County	3304
Princess Ella, also part in Salt Lake County	4686
Princess Ella No. 2, also part in Salt Lake County	6273
Princess Ella No. 3, also part in Salt Lake County	6274
Quinn No. 2	87
Red Oxyd	122
Rochester	73
Rochester, also part in Summit County	508
Rose Bud	156
Silver Bar	137
Silver Bond	123
Silver Rink	91
Sonora, also part in Summit County	509

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
State of Main	81
Steuben	62
Sultan	3301
Sultana	3301
Sunday	154
Tom	3280
War Eagle	96
Warm Spring	134
Whippurwill	4666
Wide West No. 1	145
Wide West No. 2	146
Winter Green	157
Woodpecker	118
Euclid (Not Patented)	78
Wedge, also part in Salt Lake County - Big Cottonwood	159
Black Jack	4745

UNPATENTED LODGE MINING CLAIMS

All of the right, title and interest of UPC in and to all minerals situated in, upon or under the following described unpatented lode mining claims situated in the Uintah Mining District, Summit County, Utah together with the right to enter upon the surface and to utilize the same for all purposes in connection with or related to mining, removal and sale of such minerals, subject however to the further provisions of this Exhibit set forth in the section entitled "RIGHT OF UPC TO DISPOSE OF PROPERTY INTERESTS".

NOTICE OF LOCATION RECORDED
IN THE OFFICE OF THE COUNTY
RECORDER OF SUMMIT COUNTY,
UTAH AT

<u>NAME OF CLAIM</u>	<u>BOOK</u>	<u>PAGE</u>
JO No. 11	9	4
JO No. 12	9	4
JO No. 13	9	3
JO No. 27	9	3
Artabon		
J		
JIC #2		
Rockne		
United Park Fraction No. 2		
United Park Fraction No. 3		
United Park Fraction No. 7		
Captain H.	5	497
JO Nos. 6-15, Both Incls.		
JO. Nos. 20-27 Incls.		
Moose No. 7	5	12
Moose No. 8	5	111
Sun.	3	498
Tate	5	9
Tate No. 2	5	110
AJO. No. 9	5	234
AJO. No. 10, part in Wasatch County	5	235
AJO. No. 13, part in Wasatch County	5	236
AJO. No. 24, part in Wasatch County	5	238

All of the right, title and interest of UPC in and to all minerals situated in, upon or under the following described unpatented lode mining claims situated in the Big Cottonwood Mining District, Salt Lake County, Utah together with the right to enter upon the surface and to utilize the same for all purposes in connection with or related to mining, removal and sale of such minerals, subject however to the further provisions of this Exhibit set forth in the section entitled "RIGHT OF UPC TO DISPOSE OF PROPERTY INTERESTS".

NOTICE OF LOCATION RECORDED
IN THE OFFICE OF THE COUNTY
RECORDER OF SALT LAKE
COUNTY, UTAH AT

NAME OF CLAIM

BOOK

PAGE

Brite
Lit No. 2
Lulu

W
960

159
460

All of the right, title and interest of UPC in and to all minerals situated in, upon or under the following described unpatented lode mining claims situated in Blue Ledge Mining District, Wasatch County, State of Utah together with the right to enter upon the surface and to utilize the same for all purposes in connection with or related to mining, removal and sale of such minerals, subject however to the further provisions of this Exhibit set forth in the section entitled "RIGHT OF UPC TO DISPOSE OF PROPERTY INTERESTS".

NOTICE OF LOCATION RECORDED
IN THE OFFICE OF THE COUNTY
RECORDER OF WASATCH COUNTY,
UTAH AT

<u>NAME OF CLAIM</u>	<u>BOOK</u>	<u>PAGE</u>
Island No. 2	8	276
AJO. No. 10, part in Summit County	5	235
AJO. No. 11	5	235
AJO. No. 12	5	235
AJO. No. 13, part in Summit County	5	236
AJO. No. 24, part in Summit County	5	238
AJO. Nos. 25-27 Incls.	5	239
Bob	8	523
Bob No. 1	8	523
Bond	8	365
Drum No. 1	8	284
Drum No. 2	8	284
Drum No. 3	8	285
Drum No. 4	8	285
Drum No. 5	8	285
Eve	8	553
Wave	8	364
Ape	8	264
Artic		
Delta	9	82
United Park Fraction No. 1	65	267
United Park Fraction No. 4	5	266
United Park Fraction No. 5	5	265
United Park Fraction No. 6	65	264
United Park Fraction No. 8	65	263
United Park Fraction No. 9	65	262

FEE LANDS

All of the right, title and interest of UPC in and to all minerals situated in, upon or under the following described real property situated in the Uintah Mining District, Summit County, Utah together with the right to enter upon the surface and to utilize the same for all purposes in connection with or related to mining, removal and sale of such minerals, subject however to the further provisions of this Exhibit set forth in the section entitled "RIGHT OF UPC TO DISPOSE OF PROPERTY INTERESTS".

North 1/2 and the Southwest quarter (SW $\frac{1}{4}$) of Section 1, T. 2 S., R. 4 E., SLM.

That part of the West Half (W $\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$); North Half (N $\frac{1}{2}$) of the Southeast quarter (SE $\frac{1}{4}$); and that part of the Northeast quarter (NE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section 2, T. 2 S., R. 4 E., SLM.

All of the Southeast quarter (SE $\frac{1}{4}$) of Section 8, T. 2 S., R. 4 E., S.L.B.&M., except 5.0 acres occupied by the Glenwood Cemetery beginning at the Southeast corner of Section 8 and running West 435.6 feet; thence North 500.0 feet; thence East 435.6 feet; thence South 500.0 feet to the place of beginning.

The Southwest quarter (SW $\frac{1}{4}$) of Section 9, T. 2 S., R. 4 E., SLM.

North Half (N $\frac{1}{2}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section 9, T. 2 S., R. 4 E., SLM. Less 4 acres deeded to U.P.R.R. Co.

Beginning at the Northwest corner of the Northeast quarter (NE $\frac{1}{4}$) of Section 9, T. 2 S., R. 4 E., SLM, and running thence due South

along the West boundary line of the Northeast quarter ($NE\frac{1}{4}$) of said Section 9, 169.5 feet to the Northwest corner of said tract; thence East 1895 feet to the Northwest boundary line of the Broadwater Mills Co. property; thence South 1150.5 feet to the South boundary line of the North Half ($N\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of said Section 9; thence West 1895 feet to the West boundary line of the Northeast quarter ($NE\frac{1}{4}$) of said Section 9; thence North along said line 1150.5 feet to the Northwest corner of said tract; thence North 169.5 feet to the place of beginning. Contains approximately 50.05 acres.

West Half ($W\frac{1}{2}$) of the Southeast quarter ($SE\frac{1}{4}$) and Lots 7 and 12 of Section 15, T. 2 S., R. 4 E., SLM.

Lots 1, 2, 3, 4, 12 and 27 of Section 22, T. 2 S., R. 4 E., SLM.

A strip 100 feet wide in Northwest quarter ($NW\frac{1}{4}$) of the Northeast quarter ($NE\frac{1}{4}$) of Section 22, T. 2 S., R. 4 E., SLM.

Beginning at a point North 231.33 feet from the Southeast corner of the Southwest quarter ($SW\frac{1}{4}$) of the Northeast quarter ($NE\frac{1}{4}$) of Section 16, T. 2 S., R. 4 E., SLM; thence South $65^{\circ} 49'$ West 56.38 feet; thence South $24^{\circ} 11'$ East 28.28 feet; thence North $72^{\circ} 39'$ West 143 feet; thence North 69° East 109.1 feet to Post 2 of the Kidder Tract; thence North 165 feet to Post 3 of the Kidder Tract; thence North $34^{\circ} 35'$ West 376 feet to the Southerly corner

of the Utah Coal and Supply Company Tract; thence North 58° 02' East 67.3 feet; thence North 31° 58' West 682.4 feet; thence South 58° 02' West 275 feet to the East boundary of the 100 foot right of way of the Echo and Park City Branch line of the Union Pacific Railroad; thence Northwesterly along said East boundary of said right of way to its intersection with the North boundary of said Section 16; thence along said North boundary East 1582.8 feet, more or less, to the Northeast corner of the Northwest quarter (NW¼) of the Northeast quarter (NE¼) of said Section 16; thence South 2408.67 feet to a point of beginning, containing approximately 45.5 acres; also beginning at a point North 50 feet from the Southeast corner of the Southwest quarter (SW¼) of the Northeast quarter (NE¼) of Section 16, T. 2 S., R. 4 E., SLM; thence North 43.97 feet; thence North 66° 11' West 142.63 feet; thence South 31° 58' East 119.75 feet; thence East 67.1 feet to beginning, containing approximately 0.144 acres.

Lots 1, 8 and 9 of Section 17, T. 2 S., R. 4 E., SLM. Also the Northwest quarter (NW¼), North-west quarter (NW¼) Section 16, T. 2 S., R. 4 E., SLM.

That ground in the Southwest quarter (SW¼) of the Southwest quarter (SW¼) of Section 9, T. 2 S., R. 4 E., deeded to United Park City Mines Company by Wm. P. Hanley and Robert M. Hanley December 12, 1961 (corrected description October 31, 1968) and described under the adjusted description as: Starting at a point approximately 227 feet North and along the section line

from the Southwest quarter ($SW\frac{1}{4}$) of Section 9, T. 2 S., R. 4 E., thence North 80° East 650 feet; thence North 75° East 382 feet; thence South 26° East 488.14 feet; thence West along the section line 1223.10 feet to the Southwest corner of Section 9; thence due North 227 feet to the point of beginning. Also, a second parcel of land starting at a point approximately 273 feet North of and along the section line from the Southwest corner of Section 9, T. 2 S., R. 4 E., thence North along the section line 322 feet; thence North 68° East 524 feet; thence East 349.79 feet; thence South 26° East 343 feet; thence South 76° West 369 feet and thence South 76° West 639.45 feet to the point of origin.

Mineral Rights - Clark Ranch - Section 2, T. 2 S., R. 4 E., SLM. Southeast quarter ($SE\frac{1}{4}$) of Southwest quarter ($SW\frac{1}{4}$) and South Half ($S\frac{1}{2}$) of Southeast quarter ($SE\frac{1}{4}$); Section 11, T. 2 S., R. 4 E., North Half ($N\frac{1}{2}$) of Northeast quarter ($NE\frac{1}{4}$), SLM. Section 12, T. 2 S., R. 4 E., SLM, East Half ($E\frac{1}{2}$) of Northwest quarter ($NW\frac{1}{4}$) and Southwest quarter ($SW\frac{1}{4}$) of Northwest quarter ($NW\frac{1}{4}$) and the Northwest quarter ($NW\frac{1}{4}$) of Southwest quarter ($SW\frac{1}{4}$).

Northwest quarter ($NW\frac{1}{4}$) of the Northwest quarter ($NW\frac{1}{4}$), Section 12, T. 2 S., R. 4 E., SLM.

Isolated Tracts in T. 2 S., R. 4 E., SLM; Section 18, Lots 23, 24 and 25; Section 19, Lots 22 and 23; Section 22, Lot 28; Section 28, Lots 10 and 11; Section 29, Lot 10.

All of the right, title and interest of UPC in and to all minerals situated in, upon or under the following described real property situated in the Blue Ledge Mining District, Wasatch County, Utah together with the right to enter upon the surface and to utilize the same for all purposes in connection with or related to mining, removal and sale of such minerals, subject however to the further provisions of this Exhibit set forth in the section entitled "RIGHT OF UPC TO DISPOSE OF PROPERTY INTERESTS".

The Southeast quarter ($SE\frac{1}{4}$) of Section 24, T. 2 S., R. 4 E., SLM, except a piece beginning 437.8 feet North of the Southwest corner of the Southeast quarter ($SE\frac{1}{4}$) of said section; thence North $63^{\circ} 30'$ East 721.1 feet; thence North $10^{\circ} 11'$ West 1667.1 feet; thence South $63^{\circ} 30'$ West 391.9 feet; thence South 1787.6 feet.

All of Lots 1, 5 and 6 in Section 24, T. 2 S., R. 4 E., except that portion of Lot 6 described as follows: Beginning at a point 450 feet North of the Southeast (SE) corner of the Northeast quarter ($NE\frac{1}{4}$) of Section 24, T. 2 S., R. 4 E., SLM, and running North 330 feet along the section line; thence West 330 feet; thence South 330 feet; thence East 330 feet to the point of beginning, being a part of Lot 6 in the Northeast quarter ($NE\frac{1}{4}$) of Section 24.

Lot No. 7, Southeast quarter ($SE\frac{1}{4}$) of the Southwest quarter ($SW\frac{1}{4}$); South Half ($S\frac{1}{2}$) of the Southeast quarter ($SE\frac{1}{4}$) of Section 7, T. 3 S., R. 4 E., SLM.

Isolated Tracts in T. 2 S., R. 4 E., SLM: Lot 12, Section 23; Lot 22, Section 27.

All of the right, title and interest of UPC in and to all minerals situated in, upon or under the following described real property situated in the Snake Creek Mining District, Wasatch County, Utah together with the right to enter upon the surface and to utilize the same for all purposes in connection with or related to mining, removal and sale of such minerals, subject however to the further provisions of this Exhibit set forth in the section entitled "RIGHT OF UPC TO DISPOSE OF PROPERTY INTERESTS".

All of the Northeast quarter (NE $\frac{1}{4}$) of Section 18, T. 3 S., R. 4 E., SLM, excepting beginning at a point 478.6 feet North of the Southwest corner of the Northwest quarter (NW $\frac{1}{4}$) of Section 17, in Township 3 South of Range 4 East of Salt Lake Meridian; and running thence West 82.0 feet; thence North 340.0 feet; thence East 82.0 feet; thence South 340.0 feet to the place of beginning. Snake Creek Tunnel Area.

SURFACE MINING INSTALLATIONS

All of the right, title and interest of UPC in and to the surface of the following described patented lode mining claims, portions of patented lode mining claims and other real property situated in the Uintah Mining District, Summit County, Utah, together with all of the structures, improvements and facilities presently situated thereon:

JUDGE PORTAL (ANCHOR TUNNEL) MINING RESERVATION

SUMMIT COUNTY

<u>CLAIM NAME</u>	<u>SURVEY NUMBER</u>	<u>ACRES</u>
Ape Easterly 750 ft.	421	3.44
Bird Easterly 475 ft.	422	2.18
Freja (All)	3131	2.85
Housatonic (All)	535	4.54
M.C. Easterly 719.3 ft.	363	3.302
Mont Cenis (All)	534	1.237
O'Brian Northerly 800 ft.	50	1.391
Prinz Oscar of Sweden (All Surface Lease)	76	3.69
Silver Treasure Westerly 1102.2 ft.	66	<u>3.104</u>
	TOTAL	25.734

THAYNES SHAFT MINING RESERVATION
SUMMIT COUNTY
(SKI RUNS ON THIS GROUND)

Beginning at a point which is North 79°34'20.49" East
2,859.08 feet from the section corner common to the
Southwest corner of Section 19 and the Northwest
corner of Section 30, Township 2 South, Range 4 East,
Salt Lake Meridian;
thence North 03°37' West 391.242 feet;
thence North 84°58'40" East 178.592 feet;
thence North 00°05' West 400.00 feet;
thence North 00°46'34" East 99.60 feet;
thence North 26°08' East 662.60 feet;
thence South 89°01' East 430.00 feet;
thence North 26°08' East 80.00 feet;
thence North 85°49' East 695.00 feet;
thence South 26°15'29" West 1,503.79 feet;
thence South 05°30'1.75" East 949.015 feet;
thence South 50°07'47" West 1,260.00 feet;
thence North 39°00' West 522.33 feet;
thence South 50°00' West 1,050.51 feet;
thence North 39°30' West 659.89 feet;
thence North 50°07'47" East 1,941.90 feet
to the point of beginning.

*

JUDGE SHAFT MINING RESERVATION

SUMMIT COUNTY

<u>CLAIM NAME</u>	<u>SURVEY NUMBER</u>	<u>ACRES</u>
Abby Westerly 945.1 ft.	165	4.334
Great Basin Easterly 505.6 ft.	395	2.252
Great Basin No. 2 Westerly 237 ft.	396	0.868
Jubilee Southerly 103.1 ft.	4137	0.334
Lady Morgan Westerly 250 ft.	164	0.593
Little Edith (All)	410	1.81
Little Helen Westerly 743.9 ft.	409	0.580
Marshall Easterly 1054.6 ft.	398	4.836
Marshall No. 2 Easterly 761.5 ft.	399	1.249
Mary Ann (All)	169	3.00
Tina Easterly 1007.4 ft.	159	3.361
Scott Westerly 370.3 ft.	397	<u>1.70</u>
	TOTAL	24.917

ONTARIO NO. 3 SHAFT MINING RESERVATION
SUMMIT COUNTY

Beginning at a point identified as the southwest corner of section 22,
T2S, R4E, SLM;

Thence:

N 00°-37'-8"E	981.877'	
S 89°-54'-00"W	625.992'	To an Intersection on East Sideline of Epperson 54
S 44°-00'-00"W	604.831'	Corner 1 of Epperson 54
N 46°-00'-00"W	200.00'	Corner 2 of Epperson 54
N 43°-59'-58"E	30.815'	An Intersection on South Sideline of Lizzie 4864
N 81°-37'-00"W	277.613'	On South Sideline of Lizzie 4864
N 61°-20'-1"W	68.644'	On North Sideline of Fountain 302-A
S 89°-30'-00"W	410.35'	On South Sideline of Centennial Ledge 85
N 61°-20'-00"W	26.10'	Corner 2 of Fountain Lode 302
		Corner 2 of Know You Dont 354
S 30°-40'-00"W	200.14'	Along West Sideline of Know You Dont 354 to Corner 1 of Know You Dont 354
S 61°-19'-51"E	4.675'	To West Sideline of Bryan Lode 4107
S 30°-54'-00"W	164.627'	Along West Sideline of Bryan Lode 4107 to an Intersection with North Sideline of Quinn 62
S 79°-59'-59"E	439.058'	Corner 4 of Quinn 62
S 10°-00'-00"W	200.00'	Corner 3 of Quinn 62
N 80°-00'-1"W	114.080'	Along South Sideline of Quinn 62 to Intersect North Sideline of Chapter 335-A
S 85°-06'-00"W	561.616'	Corner 4 of Chapter 335-A
S 36°-00'-00"E	1,631.88'	
N 88°-39'-00"E	51.674'	Along North Side of Newly Constructed Highway to Brighton
S 60°-44'-48"E	227.278'	Along North Side of Newly Constructed Highway to Brighton
S 63°-08'-00"E	205.30'	Along North Side of Newly Constructed Highway to Brighton
S 71°-41'-15"E	149.425'	Along North Side of Newly Constructed Highway to Brighton
S 63°-40'-57"E	103.00'	Along North Side of Newly Constructed Highway to Brighton
S 72°-06'-10"E	88.884'	Along North Side of Newly Constructed Highway to Brighton
S 46°-38'-38"E	206.482'	Along North Side of Newly Constructed Highway to Brighton
S 40°-01'-53"E	187.27'	Along North Side of Newly Constructed Highway to Brighton
S 88°-01'-42"E	88.021'	Along North Side of Newly Constructed Highway to Brighton
N 53°-36'-2"E	127.111'	Along North Side of Newly Constructed Highway to Brighton

N 88°-49'-9"E	180,548'	Along North Side of Newly Constructed Highway to Brighton
S 72°-45'-8"E	272,237'	Along North Side of Newly Constructed Highway to Brighton
N 68°-01'-1"E	79,518'	Along North Side of Newly Constructed Highway to Brighton
N 04°-46'-45"W	30,391'	Along North Side of Newly Constructed Highway to Brighton
N 49°-14'-45"W	172,656'	Along North Side of Newly Constructed Highway to Brighton
N 58°-38'-00"W	199,027'	Along North Side of Newly Constructed Highway to Brighton
Due North	1,483,885'	To Point of Beginning

TOTAL ACREAGE IN TRACT 98,1447 ACRES

ONTARIO NO. 6 MINING RESERVATION

Beginning at a point which is North 66°27'07" East
 1,768.88 feet from the Southwest corner of Section
 22, Township 2 South, Range 4 East, Salt Lake Meridian;
 thence West 600 feet;
 thence South 350 feet;
 thence East 600 feet;
 thence North 350 feet to the point of beginning.

DALY WEST MINING RESERVATION

SUMMIT COUNTY

<u>CLAIM NAME</u>	<u>SURVEY NUMBER</u>	<u>ACRES</u>
Abby Easterly 563.8 ft.	405	0.939
Alice Ryan Westerly 450 ft.	202	2.066
American Bird (All)	393	3.451
Bonny Ida Westerly 610.5 ft.	152	0.701
Euphrates Easterly 350 ft.	377	0.671
Grizzley Easterly 842.55 ft.	365	0.967
Highbinder (All)	604	0.432
Lizarena Easterly 365.6 ft.	369	1.42
Revised (Amd.) (All)	294	1.926
Sandy Hook Westerly 530 ft.	201	2.433
You Bet Your Boots No. 12 (All)	375	<u>4.82</u>
	TOTAL	19.826

SILVER KING SHAFT MINING RESERVATION
(TENTATIVE)
SUMMIT COUNTY

<u>CLAIM NAME</u>	<u>SURVEY NUMBER</u>	<u>APPROX. ACRES</u>
Una	3056 All	10.3
San Joaquin	257 All	6.7
Jeremiah	313 All	4.6
Tenderfoot	225 All	6.8
Woodside Extension	254 All	6.8
Jennie Lind	708 All	7.4
Pay Day	3520 All	0.5
Samoa	635 All	0.5
North Pole	600 All	6.7
Engineer	3441 All	6.25
Mayflower No. 7	607 All	6.1
Mayflower No. 5	616 All	4.6
Northland	599 Northerly 1185.3'	3.5
Silver King No. 1	656 Easterly 520'	0.85
Silver King No. 2	657 Easterly 500'	0.5
Silver King No. 3	658 Easterly 520'	2.4
Francis	4859 All	0.1
Wedge - S 1/2	673 All	<u>0.4</u>
TOTAL APPROXIMATE ACRES		73.9

SILVER KING CONSOLIDATED
(SPIRO) TUNNEL MINING RESERVATION

SUMMIT COUNTY

Beginning at a point located 2,037.59'N 89°-25'-00"W of
the northwest corner of the southwest quarter of section
9, T2S, R4E, SLM;

Thence:

S 23°-59'-59"W	168.891'
S 12°-45'-27"W	54.342'
S 02°-38'-33"W	65.069'
S 23°-11'-55"E	38.079'
S 40°-54'-52"E	31.989'
Due East	758.713'
S 00°-30'W	758.661'
Due West	320.70'
Due North	100.178'
N 89°-45'W	992.174'
N 00°-52'-41"E	991.744'
S 89°-25'-00"E	593.34'

To Point of Beginning

TOTAL ACREAGE IN TRACT

24.6631 ACRES,

SILVER KING LOWER TERMINAL MINING RESERVATION

SUMMIT COUNTY

Beginning north 28°-50'W, 79.5 feet from the southwest corner
of block 53 S. A.;

Thence:

28°-50'W	236.0'	
N 63°-42'E	171.1'	
S 35°-58'E	4.8'	
S 38°-27'E	200.5'	
S 64°-11'W	17.0'	
S 28°-50'E	30.0'	
S 61°-10'W	133.9'	To Point of Beginning

Also, a strip of land 30 feet wide front and rear extending easterly
from Park Ave. (R.O.W.)

TOTAL ACREAGE IN TRACT .79 ACRES

ONTARIO MILLSITE MINING RESERVATION

SUMMIT COUNTY

Beginning at the Northeast corner of Section 21, Township 2 South, Range 4 East, Salt Lake Meridian;
thence South $89^{\circ}57'$ West 330.00 feet;
thence South $14^{\circ}02'$ West 535.40 feet;
thence East 447.023 feet;
thence North $01^{\circ}24'41''$ East 519.867 feet
to the point of beginning.

MARSAC MILLSITE MINING RESERVATION
(PARK CITY - INSIDE)
SUMMIT COUNTY

Beginning at the Northeast corner of Section 21, Township 2 South, Range 4 East, Salt Lake Meridian;
thence South 89°57' West 198.60 feet;
thence North 15°03' West 264.60 feet;
thence North 15°03' West 285.40 feet;
thence North 05°47' West 250.00 feet;
thence North 19°43' West 440.00 feet;
thence North 42°17' West 353.00 feet;
thence North 66°34' East 220.00 feet;
thence South 23°29'51" East 1,388.10 feet;
thence South 00°30' West 290.00 feet
to the point of beginning.

ADDENDUM TO THAYNES SHAFT AREA MINING RESERVATION

SUMMIT COUNTY

Beginning at a point located S 89°-45'E and 2,200.00 feet from
the section corner common to sections 19 and 30, T2S, R4E, SLEM;

Thence:

S 50°-45'W	1,134.46'	
S 39°-30'E	659.889'	
N 50°-00'E	1,050.51'	
S 39°-00'E	522.33'	
N 49°-30'E	1,280.62'	
N 41°-00'W	160.025'	
S 77°-30'W	259.909'	
S 86°-00'W	539.842'	
N 2°-30'W	400.169'	
S 87°-30'W	99.9718'	
N 4°-00'W	210.087'	
S 50°-45'W	799.616'	To Point of Beginning

TOTAL ACREAGE IN TRACT

39.4797 ACRES

KEYSTONE TUNNEL AREA MINING RESERVATION

SUMMIT COUNTY

Beginning at a point located S 55°-15'W and 3,485.00 feet from
the corner common to section 19, 20, 30 and 29, T2S, R4E, S1E4;

Thence:

N 55°-00'W	800.00'
S 35°-00'W	500.00'
S 55°-00'E	800.00'
N 35°-00'E	500.00'

To Point of Beginning

TOTAL ACREAGE IN TRACT

9.183 ACRES

JUPITER TUNNEL AREA MINING RESERVATION

SUMMIT COUNTY

Beginning at a point N 72°-00'E and 1,810 feet from the corner common to sections 30 and 31, T2S, R4E, SLEM;

Thence:

N 42°-30'E	799.957'	
N 33°-00'W	740.142'	
S 70°-00'W	430.063'	
S 15°-00'W	502.975'	
S 34°-30'E	700.863'	To Point of Beginning

TOTAL ACREAGE IN TRACT

15.04 ACRES

WEST OF TRAMWAY UNLOADING TERMINAL
MINING RESERVATION
SUMMIT COUNTY

Beginning at a point approximately 553.90 feet and S 89°-15'W of
the southeast corner of the southwest quarter of the northeast
quarter of section 16, T2S, R4E, SLBM;

Thence:

N 31°-48'W	181.098'	
N 55°-53'E	118.845'	
S 28°-50'E	195.483'	
S 60°-30'-01"W	99.785'	
S 89°-15'-01"W	605.684'	To Point of Beginning

TOTAL ACREAGE IN TRACT .497 ACRES

All of the right, title and interest of UPC in and to the surface of the following described patented lode mining claims, portions of patented lode mining claims and other real property situated in the Blue Ledge Mining District, Wasatch County, Utah, together with all of the structures, improvements and facilities presently situated thereon:

KEETLEY MINING RESERVATION
WASATCH COUNTY

Beginning at a point located 2,777.54' and N 00°-01'-15.65"W of the southwest corner of the southeast quarter of section 24, T2S, R4E, SLM;

Thence:

Due East	765.00'	To corner 1 of Allison 186
Due South	185.00'	
Due East	510.00'	
N 46°-25'-00"E	134.27'	
N 59°-50'-00"E	213.77'	
N 33°-20'-00"E	154.26'	
N 21°-35'-00"E	179.28'	
N 68°-40'-00"E	74.57'	
N 52°-45'-00"E	64.64'	
N 27°-30'-00"E	129.43'	
N 15°-55'-40"E	135.84'	
Due East	700.00'	
N 00°-08'-56"W	157.03'	
Due West	315.361'	
Due North	720.00'	
Due West	1,000.00'	
Due South	360.00'	
Due West	498.91'	
N 87°-30'-00"W	1,500.00'	Corner 2 of Morton 156
N 72°-30'-00"W	756.475'	Corner 2 of Thurman 155
S 09°-45'-00"E	1,325.45'	
S 83°-56'-00"E	1,191.17'	To Point of Beginning

TOTAL ACREAGE IN TRACT 99.6777

Less:

Railroad Right of Way	4.1320
Mountain Fuel Supply	
Easement	<u>0.2410</u>

TOTAL NET ACRES 95.3047

SNAKE CREEK TUNNEL MINING RESERVATION

WASATCH COUNTY

All of the northeast quarter of section 18, T3S, R4E, SLM, except beginning at a point 478.6 feet north of the southwest corner of the northwest quarter of section 17, T3S, R4E, SLM;

Thence:

Due West	82.0'	
Due North	340.0'	
Due East	82.0'	
Due South	340.0'	To Point of Beginning

TOTAL ACREAGE IN TRACT	159.36 ACRES
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RICHARDSON FLAT MINING RESERVATION
SUMMIT COUNTY

Beginning at a point which is North 89°30' West 1,100 feet from the corner common to the Northwest corner of Section 1 and the Northeast corner of Section 2, Township 2 South, Range 4 East, Salt Lake Meridian;
thence South 4°20' West 185.433 feet;
thence South 00°30' East 1,098.06 feet;
thence South 6°00' East 100.328 feet;
thence South 09°00' East 65.2301 feet;
thence South 12°25' East 105.401 feet;
thence South 16°00' East 60.2457 feet;
thence South 18°30' East 90.3852 feet;
thence South 22°25' East 80.3641 feet;
thence South 27°10' East 85.4125 feet;
thence South 29°20' East 80.3984 feet;
thence South 33°10' East 90.4667 feet;
thence South 37°30' East 100.539 feet;
thence South 42°00' East 80.4457 feet;
thence South 44°20' East 80.4521 feet;
thence South 49°00' East 80.4627 feet;
thence South 51°50' East 80.4676 feet;
thence South 54°30' East 80.4712 feet;
thence South 59°00' East 85.5046 feet;
thence South 62°30' East 90.5353 feet;
thence South 65°40' East 75.4454 feet;
thence South 68°50' East 80.4729 feet;
thence South 73°00' East 110.643 feet;
thence South 77°10' East 875.005 feet;
thence South 89°30' East 1,905.04 feet
to the center of Section 1, Township 2 South, Range 4 East, Salt Lake Meridian; thence North 2,692.58 feet to the Northeast corner of the Northwest Quarter of said Section 1; thence North 89°30' West 3,764.95 feet to the point of beginning. Subject, always, to the lease of some or all of such real property by UPC to Calumet Silver Mining Co., Inc. dated March 27, 1970 and supplemented April 13, 1970, and reserving to UPC from such lease all rents, royalties and other sums of money due or to become due and conveying to Park City Ventures all other rights and interests of UPC under such lease.

RIGHT OF UPC TO DISPOSE OF PROPERTY INTERESTS

The right of use of the Subject Premises in this Exhibit A described, is subject to the right of UPC to:

(a) Grant the real property described in Schedule "A-1" attached hereto and made a part hereof, expressly excepting and reserving to UPC all ores and minerals situated in, upon or under such real property, together with all rights in connection with or relative to the mining, removal or sale of such ores and minerals (but not including the right to enter upon the surface of such real property).

(b) Utilize or grant a lease or leases of the following described real property:

All patented and unpatented lode mining claims, patented millsites and fee lands owned by UPC and situated in Summit County, Wasatch County and Salt Lake County, State of Utah, excluding therefrom:

(i) the Surface Mining Installations heretofore in this Exhibit A specifically described, and

(ii) the real property described in Schedule "A-1" hereto.

expressly excepting and reserving to UPC all ores and minerals situated in, upon or under such real property, together with all rights in connection with or relative to the mining, removal or sale of such ores and minerals and the right to enter upon and utilize such portions of the surface of such real property as UPC deems necessary or desirable for the purpose of exploring for, developing, mining and removing of ores and minerals.

Each such grant and lease may be subject to the obligations of UPC as the grantor or lessor thereunder:

1. To promptly repair or replace damage to or destruction of improvements or facilities situated on the surface of said real property, which damage or destruction results from affirmative acts of UPC; and in the case only of a grant of such real property, to be liable for any resulting damage to such real property, improvements and facilities.

2. The requirement that UPC will, to the extent that it can reasonably do so without additional expense or other detriment to UPC, conduct all exploration, development and mining activities upon said properties in such a manner as will not unreasonably interfere with operations conducted or contemplated to be conducted on said properties by the lessee of said properties, or any facilities or improvements which may be situated on said properties.

3. The requirement that UPC shall at all times during which it is conducting operations upon any of said properties, purchase and maintain public liability and property damage insurance covering UPC and all operations of UPC upon said properties, which insurance shall be issued by a company or companies acceptable to the lessee of said properties and shall have limits of liability not less than as follows:

Public Liability:

Each Person	\$ 500,000.00
Each Occurrence	5,000,000.00

Property Damage:

Each Occurrence	\$ 100,000.00
Aggregate Liability	1,000,000.00

Products Liability:

Each Person	500,000.00
Each Occurrence	\$1,000,000.00

which obligations Lessee hereunder will recognize, assume and fulfill, if and when such grant or lease is made.

CONTIGUOUS ZONE

The "Contiguous Zone", for purposes of Article 8 of the Agreement and Lease, shall mean the zone within the line designated "Approx. Mutual One Mile Property Acquisition Line" on the property map of United Park City Mines Company dated Sept. 1969, a copy of which, initialed on behalf of the parties, is on deposit at the office of United Park City Mines Company.

Schedule "A-1"

This Schedule "A-1" is Attached to
and Forms a Part of Exhibit A to
the Agreement and Lease Between
United Park City Mines Company
and

Park City Ventures

(25 pages)

Parcel No. 1

Beginning at a point which is South 48°50'19"
East 1,632.96 feet from the Northwest corner
of Section 16, Township 2 South, Range 4
East, Salt Lake Meridian;
thence North 115.61 feet;
thence West 221.90 feet;
thence North 24°18'41" East 250.19 feet;
thence North 9°49'09" West 263.87 feet;
thence North 18°01'48" East 144.52 feet;
thence North 50°40'11" East 291.23 feet;
thence South 26°02'09" East 193.65 feet;
thence South 17°11'55" East 351.73 feet;
thence South 23°42'28" East 251.20 feet;
thence South 64°53'33" West 437.43 feet
to the point of beginning.

Parcel No. 2

Tract 2A

Beginning at a point which is South 80°32'10"
East 1,009.39 feet from the Northwest corner
of Section 16, Township 2 South, Range 4
East, Salt Lake Meridian;
thence South 78°09'47" West 551.90 feet;
thence North 11°37'04" East 620.72 feet;
thence North 15°34'40" West 50.00 feet;
thence North 76°37'18" East 424.117 feet;
thence South 25°52'27" East 528.86 feet;
thence South 51°44'15" West 268.07 feet
to the point of beginning.

*

Tract 2B

Beginning at the Northwest corner of Section 16, Township 2 South, Range 4 East, Salt Lake Meridian;

thence North 270.00 feet;
thence North 80°15'14" East 572.92 feet;
thence South 15°34'40" East 50.00 feet;
thence South 11°37'04" West 620.72 feet;
thence South 31°01'42" East 304.58 feet;
thence South 15°11'02" East 423.80 feet;
thence South 13°58'25" West 443.11 feet;
thence West 614.07 feet;
thence North 1,389.18 feet to the point of beginning.

Tract 2C

Beginning at the Northeast corner of Section 17, Township 2 South, Range 4 East, Salt Lake Meridian;

thence West 435.60 feet;
thence North 500.00 feet;
thence North 11°00'54" East 204.59 feet;
thence North 56°52'57" West 333.11 feet;
thence South 2,267.00 feet;
thence East 677.93 feet;
thence North 1,389.18 feet to the point of beginning.

Tract 2D

Beginning at a point which is North 45°58'21" West 2,256.12 feet from the Northeast corner of Section 17, Township 2 South, Range 4 East, Salt Lake Meridian;

thence East 320.70 feet;
thence North 00°30' East 345.00 feet;
thence South 75°56'03" East 350.00 feet;
thence South 32°56'36" East 148.95 feet;
thence East 243.00 feet;
thence South 02°55'43" West 822.07 feet;
thence South 2,262.00 feet;
thence West 412.00 feet;

thence North 40°32'27" West 820.00 feet;
thence North 2,330.00 feet to the point
of beginning.

Tract 2E

Beginning at a point which is North 25°18'17"
West 2,931.76 feet from the Southeast corner
of Section 8, Township 2 South, Range 4
East, Salt Lake Meridian;
thence North 89°25' West 752.73 feet;
thence South 23°59'59" West 168.89 feet;
thence South 12°45'27" West 54.34 feet;
thence South 2°38'33" West 65.07 feet;
thence South 23°11'55" East 38.08 feet;
thence South 40°54'52" East 31.99 feet;
thence East 703.29 feet;
thence North 16°41'57" East 338.06 feet
to the point of beginning.

Also:

Beginning at a point which is South 00°52'41"
West 991.74 feet from the center of Section
8, Township 2 South, Range 4 East, Salt
Lake Meridian;
thence South 00°52'41" West 1,677.44 feet;
thence North 89°53'52" East 363.00 feet;
thence South 40°33'27" East 1,007.17 feet;
thence North 2,437.56 feet;
thence North 89°45' West 992.17 feet to the
point of beginning.

Parcel No. 3

Tract 3A

Beginning at a point which is East 2,400.58
feet from Northwest corner of Section 22,
Township 2 South, Range 4 East, Salt Lake
Meridian; thence South 8°32' West 1,302.95 feet;
thence South 88°45' East 597.10 feet;

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thence South 25°16' West 1,427.54 feet;
thence East 2,538.65 feet;
thence North 30°42' West 778.90 feet;
thence North 00°52' West 1,504.67 feet;
thence South 89°57' West 400.00 feet;
thence North 00°52' West 420.00 feet;
thence South 89°57' West 1,504.67 feet
to the point of beginning.

Tract 3B

Beginning at a point which is East 2,400.58 feet from the Northwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Meridian; thence North 89°57' East 1,904.67 feet; thence North 00°52' West 1,814.90 feet; thence West 1,848.13 feet; thence South 1,622.47 feet; thence South 8°32' West 196.05 feet to the point of beginning.

This Parcel No. 3 is subject to, and there is excluded herefrom, the rights granted by and the provisions of that certain Bargain and Sale Deed dated June 1, 1966, from UPC, as "Grantor," to The Park City Institute for the Arts and Sciences, as "Grantee" and shall include the reversionary interest of UPC under said Bargain and Sale Deed which covers and relates to the following described portion of Parcel No. 3:

Beginning at the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 22, Township 2 South, Range 4 East, Salt Lake Meridian;
thence North 00°52' West 700.00 feet;
thence West 1,864.50 feet;
thence South 506.60 feet;
thence South 29°11' East 1,733.20 feet;
thence East 1,050.00 feet
thence North 00°52' West 900.00 feet;

thence South 89°57' West 400.00 feet;
thence North 00°52' West 420.00 feet;
thence North 89°57' East 400.00 feet
to the point of beginning.

Parcel No. 4

Tract 4A

Beginning at a point which is South 314.73 feet from the Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Meridian;
thence East 3,074.32 feet;
thence North 52°00' East 104.00 feet;
thence South 25°30' East 200.00 feet;
thence South 2,060.86 feet;
thence West 2,769.03 feet;
thence South 78°10' West 714.30 feet;
thence North 29°20' East 117.60 feet;
thence South 69°00' West 360.00 feet;
thence North 955.96 feet;
thence South 40°31' East 114.42 feet;
thence South 84°50'37" East 125.84 feet;
thence North 65°04'29" East 178.98 feet;
thence North 87°18' East 99.00 feet;
thence South 74°38' East 300.79 feet;
thence North 65°37' East 101.00 feet;
thence North 3°24' East 91.00 feet;
thence North 48°29'43" West 194.17 feet;
thence North 58°30' West 232.95 feet;
thence North 1109.35 feet to the point of beginning.

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Excluding therefrom the following:

Beginning at a point which is South 49°15'
East 3,582.00 feet from the Southwest corner
of Section 22, Township 2 South, Range 4
East, Salt Lake Meridian;
thence North 85°30' West 55.80 feet;
thence North 29°20' East 101.60 feet;
thence South 85°30' East 124.80 feet;
thence North 4°30' East 526.90 feet;
thence South 4°00' East 200.00 feet;
thence North 86°00' East 355.783 feet;
thence South 588.001 feet;
thence West 540.936 feet;
thence North 4°30' East 155.099 feet to
the point of beginning.

Tract 4B

Beginning at the Southwest corner of Section
22, Township 2 South, Range 4 East, Salt
Lake Meridian;
thence North 00°37'08" East 981.88 feet;
thence North 89°54' East 733.71 feet;
thence South 44°00' West 84.78 feet;
thence South 53°06' East 61.60 feet;
thence North 20°24' East 640.80 feet;
thence South 88°54' East 300.00 feet;
thence North 65°10' East 402.00 feet;
thence North 20°24' East 672.90 feet;
thence South 88°54' East 400.33 feet;
thence South 51°56'21" East 943.19 feet;
thence South 49°15' East 400.00 feet;
thence South 51°50' East 776.35 feet;
thence South 39°49' West 1,499.00 feet;
thence South 46°42' East 165.60 feet;

thence West 3,074.32 feet;
thence North 314.73 feet to the point of
beginning.

Excluding therefrom the following:

Beginning at a point which is North 66°27'07"
East 1,768.88 feet from the Southwest corner
of Section 22, Township 2 South, Range 4
East, Salt Lake Meridian;
thence West 600 feet;
thence South 350 feet;
thence East 600 feet;
thence North 350 feet to the point of
beginning.

Parcel No. 5

Beginning at the Northwest corner of Section
16, Township 2 South, Range 4 East, Salt
Lake Meridian;
thence South 80°32'10" East 1,009.39 feet;
thence South 35°58'59" East 195.00 feet;
thence South 18°01'48" West 144.52 feet;
thence South 9°49'09" East 263.87 feet;
thence South 24°18'41" West 250.19 feet;
thence West 284.00 feet;
thence North 15°11'02" West 423.80 feet;
thence North 31°01'42" West 304.58 feet;
thence North 78°09'47" East 551.90 feet
to the point of beginning.

Parcel No. 6

Beginning at a point which is North 270 feet from the Southwest corner of Section 9, Township 2 South, Range 4 East, Salt Lake Meridian; thence North 230.00 feet; thence West 435.60 feet; thence North 11°00'54" East 204.59 feet; thence North 56°52'57" West 333.114 feet; thence North 2°55'43" East 822.07 feet; thence West 243.00 feet; thence North 32°56'36" West 148.95 feet; thence North 75°56'03" West 350.42 feet; thence North 00°30' East 413.661 feet; thence West 55.42 feet; thence North 16°37'01" East 327.86 feet; thence South 89°25' East 1,022.00 feet; thence South 34°30' East 250.00 feet; thence South 60°00' East 525.00 feet; thence South 00°52'53" East 140.00 feet; thence South 45°52'46" East 347.69 feet; thence South 580.00 feet; thence East 201.00 feet; thence South 9°41'20" East 415.93 feet; thence South 15°57'49" East 338.769 feet; thence South 76°37'18" West 424.117 feet; thence South 80°15'14" West 572.92 feet to the point of beginning.

Parcel No. 7

Beginning at a point which is South 1,389.18 feet from the Northwest corner of Section 16, Township 2 South, Range 4 East, Salt Lake Meridian; thence West 1,089.93 feet; thence South 40°33'27" East 1,600.00 feet; thence South 46°54'22" East 4,912.02 feet; thence North 56°27'04" East 420.90 feet; thence North 00°28'22" East 1,777.87 feet; thence North 89°05'17" West 1,333.12 feet; thence North 00°45'47" East 1,310.00 feet;

thence North 89°32'08" West 1,315.95 feet;
thence North 00°40'22" East 1,570.00 feet;
thence South 64°53'33" West 70.00 feet;
thence South 24°19'16" West 349.40 feet;
thence North 89°30'41" West 469.02 feet;
thence West 614.07 feet to the point of
beginning.

Also:

Beginning at a point which is South 80°32'10"
East 1,009.39 feet from the Northwest corner
of Section 16, Township 2 South, Range 4
East, Salt Lake Meridian;
thence South 35°58'59" East 195.00 feet;
thence North 50°40'11" East 269.15 feet;
thence North 00°40'22" East 151.47 feet;
thence North 89°29'31" West 110.73 feet;
thence South 52°18'10" West 270.22 feet
to the point of beginning.

Excluding therefrom the following:

Beginning at a point which is East 1,223.10
feet from the Northwest corner of Section
16, Township 2 South, Range 4 East, Salt
Lake Meridian;
thence South 35°59' East 155 feet;
thence South 54°01' West 281.03 feet;
thence North 35°59' West 155 feet;
thence North 54°01' East 281.03 feet
to the point of beginning.

Also:

Beginning at a point which is South 89°25'
East 2,368.07 feet from the center of Section
8, Township 2 South, Range 4 East, Salt Lake
Meridian; thence South 49°21'04" East 260.97
feet; thence South 76°11'06" East 439.72 feet;
thence South 00°52'53" East 260.03 feet;
thence South 49°56'21" East 287.45 feet;
thence South 720.00 feet;
thence East 201.00 feet;

thence South 09°41'20" East 415.93 feet;
 thence South 15°57'54" East 338.78 feet;
 thence North 79°51'31" East 66.95 feet;
 thence North 76°22'45" East 212.53 feet;
 thence North 28°43' West 59.50 feet;
 thence North 34°35' West 157.00 feet;
 thence North 70°00'29" East 215.00 feet;
 thence North 74°24'15" East 49.11 feet;
 thence North 64°47'30" East 175.00 feet;
 thence South 25°12'30" East 140.00 feet;
 thence South 87°45'03" East 684.68 feet;
 thence South 2°19'38" East 376.31 feet;
 thence South 8°09'09" East 363.65 feet;
 thence South 89°29'30" East 50.00 feet;
 thence South 15°56'25" East 174.25 feet;
 thence South 20°08'45" East 120.10 feet;
 thence South 24°55'01" East 120.11 feet;
 thence South 28°32'25" East 191.05 feet;
 thence South 00°45'47" West 95.00 feet;
 thence South 30°50'41" East 925.68 feet;
 thence North 58°02' East 275.00 feet;
 thence South 31°58' East 682.40 feet;
 thence South 38°02' West 67.30 feet;
 thence South 34°35' East 212.74 feet;
 thence East 167.16 feet;
 thence North 00°34'06" East 2,072.88 feet;
 thence North 89°18' West 2.98 feet;
 thence North 289.25 feet;
 thence North 82°14' East 30.90 feet;
 thence North 16°15' West 240.00 feet;
 thence North 80°43' East 37.00 feet;
 thence North 799.90 feet;
 thence South 89°31' East 1,348.62 feet;
 thence North 01°20'32" East 1,330.05 feet;
 thence North 89°49'11" West 2,643.32 feet;
 thence North 600.00 feet;
 thence South 52° West 174.89 feet;
 thence South 56° West 124.93 feet;
 thence South 60°35' West 164.92 feet;
 thence South 64°40' West 207.91 feet;
 thence South 72°20' West 799.72 feet;
 thence North 89°34'45" West 1,318.90 feet;
 thence North 89°25'00" West 261.83 feet
 to the point of beginning.

*

Excluding therefrom the following:

Existing Railroad Right of Way.

Beginning at the Northwest corner of the Southwest Quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Meridian; thence South 20.0 feet; thence South 89°00' East 76.0 feet; thence South 73°48' East 63.5 feet; thence South 65°40' East 84.0 feet; thence East 176 feet; thence North 33°00' West 87.5 feet; thence West 342 feet to the point of beginning.

Beginning at a point which is North 89°34'44" West 832 feet from the Northeast corner of the Southwest Quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Meridian; thence North 89°34'45" West 180 feet; thence South 00°25'06" East 140 feet; thence South 89°34'45" East 180 feet; thence North 00°25'06" West 140 feet to the point of beginning.

Beginning at a point located 1,579 feet East and 360 feet North of the Southwest corner of Section 9, Township 2 South, Range 4 East, Salt Lake Meridian; thence South 23°30' East 55 feet; thence North 59°32'30" East 43.4 feet; thence North 31°18' West 52.0 feet; thence South 60°38' West 136 feet to the point of beginning.

Parcel No. 8

Beginning at a point which is North 64°07' West 233.10 feet from the corner common to the Southeast corner of Section 27, the Northeast corner of Section 34, the Northwest corner of Section 35, and the Southwest corner of Section 26, Township 2 South, Range 3 East, Salt Lake Meridian; thence South 79°05' West 560.00 feet;

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thence North 10°55' West 1,800.00 feet;
thence North 79°05' East 560.00 feet;
thence South 10°55' East 600.00 feet;
thence North 79°05' East 960.70 feet;
thence South 81°40' East 411.00 feet;
thence South 81°40' East 1,331.00 feet;
thence South 10°55' East 635.40 feet;
thence North 81°40' West 350.00 feet;
thence South 02°35' East 611.00 feet;
thence North 81°40' West 795.99 feet;
thence North 59°10' East 148.00 feet;
thence North 53°00' East 100.00 feet;
thence North 40°00' East 150.00 feet;
thence North 27°34' East 325.80 feet;
thence North 02°35' West 150.00 feet;
thence North 81°40' West 670.80 feet;
thence South 02°35' East 150.00 feet;
thence South 02°35' East 611.00 feet;
thence North 81°40' West 519.00 feet;
thence North 02°35' West 611.00 feet;
thence South 79°05' West 859.1 feet;
thence South 10°55' East 600.00 feet
to point of beginning.

Parcel No. 9

Beginning at a point which is South 00°58'
59.23" West 169.50 feet from the Northwest
corner of the Northeast Quarter of Section
9, Township 2 South, Range 4 East, Salt Lake
Meridian; thence East 1,895.00 feet;
thence South 1,150.50 feet;
thence West 1,914.74 feet;
thence North 00°58'59" East 1,150.67 feet
to point of beginning.

Excluding therefrom existing railroad and
highway rights of way.

Parcel No. 10

Beginning at the Southeast corner of the North-
east Quarter of Section 16, Township 2 South,

Also:

Beginning at a point which is South 26°34'39"
East 1,496.1 feet from the Southeast corner
of the Northeast Quarter of Section 16,
Township 2 South, Range 4 East, Salt Lake Meridian;
thence North 660.00 feet; thence East 660.00 feet;
thence South 660.00 feet; thence West 660.00 feet
to the point of beginning.

Parcel No. 11

Beginning at the Southwest corner of the
Southeast Quarter of Section 24, Township
2 South, Range 4 East, Salt Lake Meridian;
thence North 00°01'16" West 450.00 feet;
thence North 63°30'00" East 721.00 feet;
thence North 10°11'00" West 1,667.10 feet;
thence South 63°30'00" West 391.716 feet;
thence North 00°01'16" West 539.814 feet;
thence East 765.00 feet;
thence South 185.00 feet;
thence East 510.00 feet;
thence North 46°25'00" East 134.27 feet;
thence North 59°50'00" East 213.77 feet;
thence North 33°20'00" East 154.26 feet;
thence North 21°35'00" East 179.28 feet;
thence North 68°40'00" East 74.57 feet;
thence North 52°45'00" East 64.64 feet;
thence North 27°30'00" East 129.43 feet;
thence North 15°55'40" East 135.84 feet;
thence East 700.00 feet;
thence South 00°08'56" East 779.999 feet;
thence South 00°02'43" East 2,619.80 feet;
thence West 2,629.52 feet to point of
beginning.

Also:

Beginning at the Northeast corner of Section
24, Township 2 South, Range 4 East, Salt
Lake Meridian;
thence South 00°08'56" East 1,713.42 feet;
thence West 315.361 feet;
thence North 720.00 feet;
thence West 1,000.00 feet;
thence North 1,006.900 feet;
thence South 89°24'38" East 1,310.975 feet
to point of beginning.

Excluding therefrom existing railroad right
of way.

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Range 4 East, Salt Lake Meridian;
thence South 990.00 feet;
thence East 57.76 feet;
thence South 11°48' West 282.45 feet;
thence South 53.60 feet;
thence East 660.00 feet;
thence North 660.00 feet;
thence East 660.00 feet;
thence South 660.00 feet;
thence West 649.98 feet;
thence South 30°10' West 273.90 feet;
thence South 496.70 feet;
thence South 47°39' West 733.10 feet;
thence South 26°39' East 167.60 feet;
thence South 50°38' East 443.10 feet;
thence North 47°39" East 308.00 feet;
thence South 46°54' East 600.00 feet;
thence North 47°37' East 800.087 feet;
thence South 00°02' East 1,208.96 feet;
thence North 8°22' East 1,106.77 feet;
thence South 88°54' East 600.00 feet;
thence North 1,622.47 feet;
thence East 1,848.13 feet;
thence South 85°42' East 563.14 feet;
thence North 1°37' East 1,394.30 feet;
thence North 00°02' East 1,131.40 feet;
thence South 57°06' East 164.00 feet;
thence North 31°00' East 600.00 feet;
thence North 57°06' West 1,500.00 feet;
thence South 31°00' West 600.00 feet;
thence South 57°06' East 624.20 feet;
thence South 00°20' West 581.30 feet;
thence North 89°59' West 1,200.00 feet;
thence South 00°20' West 942.40 feet;
thence North 89°59' West 1,497.10 feet;
thence South 00°20' West 557.60 feet;
thence South 89°59' East 56.00 feet;
thence South 00°02' East 146.81 feet;
thence North 50°38' West 40.17 feet;
thence South 31°05' West 432.70 feet;
thence North 789.30 feet;
thence South 30°10' West 104.72 feet;
thence North 148.54 feet;
thence West 1,320.00 to the point of
beginning.

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Parcel No. 12

Beginning at the corner common to the South-west corner of Section 30 and the Northwest corner of Section 31, Township 2 South, Range 4 East, Salt Lake Meridian;
thence South 03°47' East 190.60 feet;
thence South 03°47' East 1,595.00 feet;
thence West 901.693 feet;
thence South 2,341.623 feet;
thence South 25°30' West 59.50 feet;
thence South 25°30' West 600.50 feet;
thence South 25°30' West 1,500.00 feet;
thence South 65°15' East 600.00 feet;
thence North 83°30' East 701.80 feet;
thence South 24°45' West 132.40 feet;
thence North 51°32' East 745.90 feet;
thence North 23°16' East 1,265.74 feet;
thence North 70°11' East 149.506 feet;
thence North 70°15' East 517.405 feet;
thence South 54°45' East 112.707 feet;
thence North 86°50' East 210.203 feet;
thence North 16°30' East 188.876 feet;
thence North 70°15' East 579.805 feet;
thence North 19°45' West 600.00 feet;
thence North 19°45' West 600.00 feet;
thence North 19°45' West 61.50 feet;
thence North 80°45' East 1,500.00 feet;
thence South 09°22' East 78.90 feet;
thence North 79°23' East 410.9 feet;
thence South 25°33' East 343.00 feet;
thence South 25°33' East 618.8 feet;
thence North 41°10' East 127.60 feet;
thence South 55°42' East 600.00 feet;
thence North 41°05' East 1,499.80 feet;
thence North 36°29' East 252.90 feet;
thence North 61°45' East 1,373.50 feet;
thence South 54°40' East 126.80 feet;
thence North 42°30' East 56.60 feet;
thence South 54°40' East 1,200.00 feet;
thence South 42°30' West 44.339 feet;
thence South 49°20' East 529.674 feet;
thence South 51°32' West 591.40 feet;

thence South 36°15' East 600.00 feet;
thence North 51°55' East 1,500.00 feet;
thence North 51°55' East 893.00 feet;
thence North 67°14' East 451.00 feet;
thence North 36°15' West 600.00 feet;
thence North 45°00' West 1,153.15 feet;
thence North 50°30' East 697.7 feet;
thence North 48°05' 34.31" East 125.486 feet;
thence North 50°00' West 200.00 feet;
thence North 47°05' East 100.00 feet;
thence North 1,231.105 feet;
thence West 7,469.172 feet;
thence South 996.437 feet;
thence South 88°30' West 2,494.94 feet
to point of beginning.

Parcel No. 13

Beginning at a point which is North 66°37'
West 2,569.40 feet from the Southwest corner
of Section 30 and the Northwest corner of
Section 31, Township 2 South, Range 4 East,
Salt Lake Meridian;
thence South 86°24' West 1,433.7 feet;
thence North 35°17' West 273.6 feet;
thence South 76°09' West 1,364.7 feet;
thence South 76°00' West 461.00 feet;
thence North 22°09' West 485.90 feet;
thence South 84°27' West 1,500.00 feet;
thence South 22°09' East 600.00 feet;
thence North 84°27' East 731.40 feet;
thence South 76°00' West 293.9 feet;
thence South 35°17' East 319.0 feet;
thence South 64°53' West 537.9 feet;
thence South 20°13' East 600.0 feet;
thence North 62°49' East 578.4 feet;
thence South 10°14' East 194.0 feet;
thence South 38°29' West 559.0 feet;
thence South 57°58' East 555.9 feet;
thence South 75°58' West 266.2 feet;
thence South 12°57' East 500.7 feet;
thence South 81°45' West 896.9 feet;

thence South 28°20' East 600.0 feet;
thence North 83°29' East 294.4 feet;
thence South 63°17' West 1,500.2 feet;
thence South 15°24' West 326.205 feet;
thence South 56°27'13" East 1,843.378 feet;
thence South 59°53'47" East 2,105.156 feet;
thence North 76°12' East 477.461 feet;
thence North 15°24' East 1,008.10 feet;
thence North 3,250.00 feet;
thence East 1,585.572 feet;
thence North 2,170.50 feet to point of
beginning.

Parcel No. 14

Beginning at the corner common to the South-
west corner of Section 19, and the Northwest
corner of Section 30, Township 2 South,
Range 4 East, Salt Lake Meridian;
thence South 01°35' West 137.95 feet;
thence North 76°24' East 177.28 feet;
thence South 04°55' East 575.00 feet;
thence South 44°41' East 26.10 feet;
thence South 36°45' West 147.10 feet;
thence South 45°41' West 214.75 feet;
thence South 00°36' West 3.70 feet;
thence South 56°30' West 794.20 feet;
thence South 63°07' West 231.20 feet;
thence South 129.30 feet;
thence South 64°44' West 250.80 feet;
thence North 24°08' West 21.90 feet;
thence South 83°15' West 489.90 feet;
thence South 47°11' West 489.60 feet;
thence South 06°45' East 133.70 feet;
thence North 83°15' East 886.10 feet;
thence South 63°32' West 372.80 feet;
thence South 35°42' East 308.10 feet;
thence South 75°31' West 388.60 feet;
thence South 21°36' East 612.00 feet;
thence North 89°30' East 1,353.14 feet;
thence South 00°45' East 100.00 feet;
thence East 2,800.00 feet;

thence North 00°31'14.36" West 1,165.40 feet;
 thence North 55°00' West 402.002 feet;
 thence North 35°00' East 500.00 feet;
 thence North 14°27'15" East 552.952 feet;
 thence North 39°00' West 522.33 feet;
 thence South 50°00' West 1,050.51 feet;
 thence North 39°30' West 659.89 feet;
 thence North 00°00'07" East 727.38 feet;
 thence West 1,321.46 feet to point of
 beginning.

Parcel No. 15

Beginning at a point common to the Southeast
 corner of Section 35, the Southwest corner
 of Section 36, Township 1 South, Range 4
 East, Salt Lake Meridian, and the Northeast
 corner of Section 2, and the Northwest corner
 of Section 1, Township 2 South, Range 4
 East, Salt Lake Meridian;
 thence South 89°30'.01" West 2,275.344 feet;
 thence South 15°30' West 1,388.152 feet;
 thence South 00°30' West 1,735.558 feet;
 thence South 37°30'.01" West 272.873 feet;
 thence South 56°30' West 163.979 feet;
 thence South 54°00' West 218.584 feet;
 thence South 65°00'.01" West 216.754 feet;
 thence South 68°00' West 542.323 feet;
 thence South 53°00' West 213.596 feet;
 thence South 00°15' West 44.629 feet;
 thence South 89°55' East 3,972.765 feet;
 thence South 00°00'.01" East 2,652.97 feet;
 thence South 89°45'.01" East 1,352.611 feet;
 thence North 00°00'.01" East 1,340.953 feet;
 thence East 1,352.66 feet;
 thence North 00°00'.01" East 2,686.948 feet;
 thence South 89°30'.01" East 2,705.126 feet;
 thence North 00°00'.01" East 2,717.195 feet;
 thence South 89°30'.01" West 5,378.993 feet
 to point of beginning.

Excluding therefrom the following:

Beginning at a point which is North 89°30' West 1,100 feet from the corner common to the Northwest corner of Section 1 and the Northeast corner of Section 2, Township 2 South, Range 4 East, Salt Lake Meridian;
thence South 4°20' West 185.433 feet;
thence South 00°30' East 1,098.06 feet;
thence South 6°00' East 100.328 feet;
thence South 09°00' East 65.2301 feet;
thence South 12°25' East 105.401 feet;
thence South 16°00' East 60.2457 feet;
thence South 18°30' East 90.3852 feet;
thence South 22°25' East 80.3641 feet;
thence South 27°10' East 85.4125 feet;
thence South 29°20' East 80.3984 feet;
thence South 33°10' East 90.4667 feet;
thence South 37°30' East 100.539 feet;
thence South 42°00' East 80.4457 feet;
thence South 44°20' East 80.4521 feet;
thence South 49°00' East 80.4627 feet;
thence South 51°50' East 80.4676 feet;
thence South 54°30' East 80.4712 feet;
thence South 59°00' East 85.5046 feet;
thence South 62°30' East 90.5353 feet;
thence South 65°40' East 75.4454 feet;
thence South 68°50' East 80.4729 feet;
thence South 73°00' East 110.643 feet;
thence South 77°10' East 875.005 feet;
thence South 89°30' East 1,905.04 feet to the center of Section 1, Township 2 South, Range 4 East, Salt Lake Meridian;
thence North 2,692.58 feet to the Northeast corner of the Northwest Quarter of said Section 1; thence North 89°30' West 3,764.95 feet to the point of beginning.

Parcel No. 16

The following described lots and portions of lots according to the official recorded plats of the Park City Survey:

<u>Block Number</u>	<u>Lot Number</u>
1	South 7 feet of Lot 29, West half of Lot 30
5	30, 32, 33, 34, South half of Lot 40, 41, 42
11	North 10 feet of Lot 6, 7, 8
13	1, 2
28	South 18 1/3 feet of Lot 13
30	7, 8, North 13 feet of Lot 16, Unplotted land west of Block 30
31	17, 18, 19, 20
32	3, 4, 18, 20, South half of Lot 25, 26, 27, 29, 30, 31, 32
50	1, 2, 3
52	1, 2, 3, 4, 5, 6, 7
53	North half of Lot 13, 14, 19, 20, 21 (less railroad right of way)
54	3, 4, 5, 6, South half of Lot 7, 20, 29, 30 (less railroad right of way)
55	23, 24
56	12, 13, 14

*

Block NumberLot Number

57	All
58	4, South half of Lot 5
59	4 (less railroad right of way), South 20 feet of Lot 5 (less railroad right of way), West quarter of Lot 12 (less railroad right of way), 28, 29, 30
60	17, 18
61	1, 2, 9, 10, 11, 12, 13, 14, 15, 16, 17 (less railroad right of way)
62	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17
63	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 18, 19, 20, 21
64	4, 5
65	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 (less railroad right of way), 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 (less railroad right of way)
66	1, 2, 3, 4, 5, 6, 7, 8, 9, 10 (less railroad right of way), 11, 12, 13, 14, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 (less railroad right of way)
67	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21 (less railroad right of way)

*

Block NumberLot Number

68	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 (less railroad right of way)
70	1, 2, 3, 4, 5
73	South 30 feet of Lot 21
74	South 40½ feet of Lot 12, North 1.3 feet of Lot 13, South 50 feet of Lot 13, 15, Part of 24, 29, 30, 31, 32, 33
75	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 48, 49, 50, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107
76	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20
77	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41
78	7, 8, South half of Lot 9, 12, 13, 14, 15, 16, 17, 18, 19, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46, 47, 48, 54, 55
79	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15

*

Also:

Beginning at the Southwest corner of Lot 10,
Block 56, Park City Survey;
thence South $23^{\circ}26'$ East 525.03 feet;
thence North $66^{\circ}34'$ East 122.00 feet;
thence North $23^{\circ}38'$ West 430.00 feet;
thence North $81^{\circ}17'$ West 146.00 feet
to the point of beginning.

Parcel No. 17

The following described lots and portions of lots
according to the official recorded plats of
Snyder Addition to Park City:

<u>Block Number</u>	<u>Lot Number</u>
3	29
11	16
14	12, 13, 14, 15, South half of Lot 17, 18
19	1, 2, 9, 10, 11, 12, 23, 24, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 39, 40, 41, 42, 43, 44
20	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
25	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38
28	30
36	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16
37	All

*

Also:

East half of Block 56, Snyder Addition to Park City Survey.

Beginning at a point which is North 54°01' East 87.3 feet from the Northeast corner of Block 57, Snyder Addition to Park City;
thence South 33°20' East 780.8 feet;
thence South 30°23' East 229.00 feet;
thence South 54°01' West 59.4 feet;
thence North 32°48' West 1,011.70 feet;
thence North 54°01' East 50.00 feet to the point of beginning.

Beginning at the Southeast corner of Block 7, Park City Survey;
thence South 66°52' West 66.8 feet;
thence North 29°11' West 94.4 feet;
thence North 42°05' West 1.94 feet;
thence North 28°50' West 29.25 feet;
thence North 61°10' East 72.1 feet;
thence South 32°25' East 47.61 feet;
thence South 23°38' East 84.98 feet to the point of beginning.

Excluding therefrom existing railroad right of way.

*

Parcel No. 18

Beginning at a point which is South 48°50'19"
East 1,632.96 feet from the Northwest corner
of Section 16, Township 2 South, Range 4
East, Salt Lake Meridian;
thence South 24°19'16" West 349.40 feet;
thence North 89°30'41" West 469.02 feet;
thence North 13°58'25" East 443.11 feet;
thence East 505.90 feet;
thence South 115.61 feet to the point of
beginning.

Also:

That portion of the second floor of Building
A, Treasure Mountain Inn, a condominium,
situated in Park City, Summit County, State
of Utah, designated as Units B, C, D and E
of said Building A according to the Declara-
tion of Covenants, Conditions, Restrictions
and Record of Survey Filed for Record as Entry
No. 100386, in the office of the County
Recorder of Summit County, Utah.

Subject to and together with all applicable
or appurtenant easements, covenants and
restrictions contained in the Declaration
of Covenants, Conditions, Restrictions of
Treasure Mountain Inn, Inc., and Exhibits
thereto, recorded in the office of the County
Recorder of Summit County, Utah, February 5,
1965, as Entries No. 100386 and 100387.

AMENDMENT AND SUPPLEMENT TO AGREEMENT AND LEASE

THIS AMENDMENT AND SUPPLEMENT TO AGREEMENT AND LEASE, made and entered into this 1st day of May, 1973, by and between UNITED PARK CITY MINES COMPANY, a Delaware corporation (hereinafter designated "UPC"), and PARK CITY VENTURES, a Utah partnership (hereinafter designated "Lessee"),

WITNESSETH:

WHEREAS, the parties hereto mutually executed and delivered a certain Agreement and Lease (hereinafter designated the "Lease") dated April 15, 1970, an Indenture with relation to which is recorded in Book 70, Page 155, records of Wasatch County, and in Book 27, Page 233, records of Summit County, Utah; and

WHEREAS, it is the desire of the parties to amend said Lease as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Exhibit A to the Mining Lease is hereby amended so as to delete from the section thereof entitled "Surface Mining Installations" the real property described on Page 57 of said Exhibit A, which page is entitled "Silver King Lower Terminal Mining Reservation," and the real property described on Page 63 of said Exhibit A, which page is entitled "West of Tramway Unloading Terminal Mining Reservation."

EXHIBIT 2

2. Exhibit A to the Mining Lease is hereby supplemented by the addition at the end of the section thereof entitled "PATENTED MINING CLAIMS AND MILLSITES, UINTAH MINING DISTRICT, SUMMIT COUNTY, UTAH," which section presently ends on Page 28 of said Exhibit A, of the following:

<u>"Name of Mining Claim or Millsite</u>	<u>Lot or Survey Number</u>
Prins Oscar of Sweden, sometimes referred to as Prince Oscar of Sweden	Lot 76
Quinn, sometimes referred to as Quinn, U. S. Lot 248	Lot 62
Journal	Lot 248
Sweden, sometimes referred to as Sweeden	Lot 586
Lief Erikson, sometimes referred to as Lief Erickson, Lieff Erikson or as Lief Erickson No. 3	Lot 3244
Quinn Fraction	Lot 4863
Ravenswood	Lot 4771
Jackson	Lot 4771
American Flag	Lot 4771
Thunderer, sometimes referred to as Thunder	Lot 4771
Centennial	Lot 85
Lizzie	Lot 4864
B. P. O. E.	Lot 4958
A portion of the Park View No. 2, described in a deed of record in Book B, page 362, records of Summit County,	Lot 3058

<u>Name of Mining Claim or Millsite</u>	<u>Lot or Survey Number</u>
Utah, as being the following area in conflict between the Honest mining claim and the Park View No. 2:	

Beginning at the intersection of the Southerly side line of said Park View No. 2 with the Westerly side line of the Oro Lot 588 patented from which point of intersection the Southwest corner post 4 of said Park View No. 2 bears North 86°04' West 61.2 feet distant and running thence South 86°04' East along the Southerly side line of said Park View No. 2 258.5 feet to Easterly side line of said Honest, thence North 46°34' East 563.4 feet to post 2 of the Protest Survey of said Honest, being the Northeast corner thereof, thence South 84°30' West 309.4 feet to post 3 of said Protest Survey being the Northwest corner of said Honest, thence South 46°34' West 494.5 feet to the place of beginning containing an area of 2.31 acres of land.

Rhoden, sometimes referred to as Rhodin, Survey No. 4965	Lot 4863
Champion	Lot 4768
Champion No. 2	Lot 4768
Whale	Lot 608
A portion of the Convention, described in a deed of record in Book B, page 431, records of Summit County, Utah, as being the following area in conflict between the Convention and the Honest and Honest No. 2 lode mining claims:	Lot 3116

Beginning at a point of intersection of the Westerly side line of the Honest lode claim, with the Northerly side line of the said

Name of Mining Claim
or Millsite

Lot or
Survey Number

Convention lode claim from which point U. S. post 4 of said Convention lode claim bears North 86°04' West 5 8/10 feet distant and running thence along the Westerly side line of said Honest lode claim and the Easterly side line of the Oro lode, Lot 588, South 46°34' West 345 1/10 feet to a point of intersection with the Westerly end line of said Convention lode, thence along the Westerly end line of said Convention lode South 45°51' West 261 1/10 feet to a point of intersection with the Northerly side line of the Ape lode Lot 421 and the Southerly end line of said Honest lode, from which point post 4 of said Honest and said Oro Lot 588 bear South 84°30' West 5 3/10 feet distant, thence along the Southerly end line of said Honest and the Northerly side line of said Ape North 84°30' East 304 1/10 feet to post 1 of said Honest lode, thence along the Easterly side line of said Honest lode North 46°34' East 73 4/10 feet to post 8 of said Honest No. 2, thence along the Southerly end line of said Honest No. 2 lode South 43°26' East 56.93 feet to a point on the Northerly side line of said Ape Lode, thence along the said Northerly side line of said Ape lode, North 84°30' East 96.69 feet to post 3 of said Ape Lode, thence along the Easterly end line of said Ape lode South 6°30' East 126.9 feet to a point on the Southerly end line of said Honest No. 2 lode, thence along the Southerly end line of said Honest No. 2 lode South 43°26' East 100.7 feet to a point on the Westerly side line of the Thunderer lode Lot 93, thence along the Westerly side line of said Thunderer lode North 31°50' East 27.85 feet to post 2 of said

<u>Name of Mining Claim or Millsite</u>	<u>Lot or Survey Number</u>
Thunderer lode, thence along the Northerly end line of said Thunderer lode South 58°10' East 59.7 feet to a point on the Southerly side line of said Convention lode from which point post 2 of said Convention lode bears South 88°42' East 265.3 feet distant, thence along the Southerly side line of said Convention lode South 88°42' East 62.1 feet to a point on the Northerly side line of the Freija lode, thence along the Northerly side line of said Freija lode North 72°08' East 233.8 feet to a point on the Easterly side line of said Honest No. 2 lode, thence along the Easterly side line of said Honest No. 2 lode North 46°34' East 644.2 feet to a point on the Northerly side line of said Convention lode, thence along the Northerly side line of said Convention lode North 86°04' West 956.7 feet to place of beginning Mag. Var. 16°30' East, area 10.12 acres.	
Port Arthur	M.S. 5762
Martha	M.S. 5763
Singiser, sometimes referred to as Singister	M.S. 5763
Reliance, sometimes referred to as Relicance, or Reliance Amended, part of Survey No. 5764	M.S. 5765
Thunderer Fraction, sometimes referred to as Thunderer Fraction Amended	M.S. 5764
Pocket Book, sometimes referred to as Pocketbook	M.S. 5843
Nabob	Lot 3230
Aurora	Lot 3230

<u>Name of Mining Claim or Millsite</u>	<u>Lot or Survey Number</u>
Perseverance, sometimes referred to as Perseverence	Lot 3230
Heather Bell, sometimes referred to as Hether Bell	Lot 3230
Mountain Daisy	Lot 3230
Silver Buck	Lot 3230
Camelia	Lot 3230
Ada	M.S. 5763
Ada No. 1	M.S. 5763
Fraction	M.S. 5763
Stocke, sometimes referred to as Stoke	Lot 176
Ape	Lot 421
Frontier unpatented lode mining claim, the Notice of Location of which was recorded in Book D, page 155, records of Summit County, Utah	Lot 307
M. C.	Lot 363
Bird, sometimes referred to as Lot 432 or Lot 424	Lot 422
A right-of-way through the Freijsa Tunnel, situated on the Freijsa lode, sometimes referred to as the Freja lode, M.S. 3131"	

3. Schedule A-1 to Exhibit A to the Mining Lease is hereby supplemented by the addition thereto of the following:

"Parcel No. 19

Beginning at a point which is North 28°50' West 49.5 feet from the Southwest corner of Block 53,

Snyder's Addition to Park City, Summit County, Utah; thence North 28°50' West 266.0 feet; thence North 63°42' East 117.1 feet; thence South 35°58' East 4.8 feet; thence South 38°27' East 200.5 feet; thence South 64°11' West 17.0 feet; thence South 28°50' East 60.0 feet; thence South 61°10' West 133.9 feet to the point of beginning.

Also:

Beginning at the Northeasterly corner of Block 1, Snyder's Addition to Park City, Summit County, Utah, which point is approximately North 68°49'56" West 590.753 feet from the Southeast corner of the Southwest quarter of the Northeast quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence South 28°50' East 200.00 feet to the Southeasterly corner of said Block 1; thence South 60°30' West 117.90 feet; thence North 31°54'13" West 189.81 feet; thence North 55°53' East 128.60 feet to the point of beginning.

Parcel No. 20

The following described patented and unpatented lode mining claims and interests therein situated in the Uintah Mining District, Summit County, State of Utah:

<u>Name of Claim</u>	<u>U. S. Lot or Mineral Survey No.</u>
Prins Oscar of Sweden, sometimes referred to as Prince Oscar of Sweden	Lot 76
Quinn, sometimes referred to as Quinn, U. S. Lot 248	Lot 62
Journal	Lot 248
Sweden, sometimes referred to as Sweeden	Lot 586
Lief Erikson, sometimes referred to as Lief Erickson, Lieff Erikson or as Lief Erickson No. 3	Lot 3244

<u>Name of Claim</u>	<u>U. S. Lot or Mineral Survey No.</u>
Quinn Fraction	Lot 4863
Ravenswood	Lot 4771
Jackson	Lot 4771
American Flag	Lot 4771
Thunderer, sometimes referred to as Thunder	Lot 4771
Centennial	Lot 85
Lizzie	Lot 4864
B. P. O. E.	Lot 4958
A portion of the Park View No. 2, described in a deed of rec- ord in Book B, page 362, rec- ords of Summit County, Utah, as being the following area in conflict between the Honest mining claim and the Park View No. 2:	Lot 3058

Beginning at the intersection of the Southerly side line of said Park View No. 2 with the Westerly side line of the Oro Lot 588 patented from which point of intersection the Southwest corner post 4 of said Park View No. 2 bears North 86°04' West 61.2 feet distant and running thence South 86°04' East along the Southerly side line of said Park View No. 2 258.5 feet to Easterly side line of said Honest, thence North 46°34' East 563.4 feet to post 2 of the Protest Survey of said Honest, being the Northeast corner thereof, thence South 84°30' West 309.4 feet to post 3 of said Protest Survey being the Northwest corner of said Honest, thence South 46°34' West 494.5 feet to the place of beginning, containing an area of 2.31 acres of land.

<u>Name of Claim</u>	<u>U. S. Lot or Mineral Survey No.</u>
Rhoden, sometimes referred to as Rhodin, Survey No. 4965	Lot 4863
Champion	Lot 4768
Champion No. 2	Lot 4768
Whale	Lot 608
A portion of the Convention, described in a deed of rec- ord in Book B, page 431, rec- ords of Summit County, Utah, as being the following area in conflict between the Con- vention and the Honest and Honest No. 2 lode mining claims:	Lot 3116

Beginning at a point of in-
tersection of the Westerly
side of the Honest lode
claim, with the Northerly
side line of the said Con-
vention lode claim from which
point U. S. post 4 of said
Convention lode claim bears
North 86°04' West 5 8/10 feet
distant and running thence
along the Westerly side line
of said Honest lode claim and
the Easterly side line of the Oro
lode, Lot 588, South 46°34' West
345 1/10 feet to a point of in-
tersection with the Westerly end
line of said Convention lode,
thence along the Westerly end
line of said Convention lode
South 45°51' West 261 1/10 feet
to a point of intersection with
the Northerly side line of the
Ape lode Lot 421 and the South-
erly end line of said Honest
lode, from which point post 4
of said Honest and said Oro Lot
588 bear South 84°30' West
5 3/10 feet distant, thence
along the Southerly end line of

Name of Claim

U. S. Lot or
Mineral Survey No.

said Honest and the
Northerly side line of
said Ape North 84°30'
East 304 1/10 feet to
post 1 of said Honest
lode, thence along the
Easterly side line of
said Honest lode North
46°34' East 73 4/10 feet
to post 8 of said Honest
No. 2, thence along the
Southerly end line of
said Honest No. 2 lode
South 43°26' East 56.93
feet to a point on the North-
erly side line of said Ape
Lode, thence along the said
Northerly side line of said
Ape lode, North 84°30' East
96.69 feet to post 3 of said
Ape Lode, thence along the
Easterly end line of said
Ape lode South 6°30' East
126.9 feet to a point on the
Southerly end line of said
Honest No. 2 lode, thence
along the Southerly end line
of said Honest No. 2 lode
South 43°26' East 100.7 feet
to a point on the Westerly side
line of the Thunderer lode Lot
93, thence along the Westerly
side line of said Thunderer
lode North 31°50' East 27.85
feet to post 2 of said Thunderer
lode, thence along the Northerly
end line of said Thunderer lode
South 58°10' East 59.7 feet to
a point on the Southerly side
line of said Convention lode
from which point post 2 of said
Convention lode bears South 88°
42' East 265.3 feet distant,
thence along the Southerly side
line of said Convention lode
South 88°42' East 62.1 feet to
a point on the Northerly side
line of the Freija lode, thence

<u>Name of Claim</u>	<u>U. S. Lot or Mineral Survey No.</u>
along the Northerly side line of said Freija lode North 72°08' East 233.8 feet to a point on the Easterly side line of said Honest No. 2 lode, thence along the Easterly side line of said Honest No. 2 lode North 46°34' East 644.2 feet to a point on the Northerly side line of said Convention lode, thence along the Northerly side line of said Conven- tion lode North 86°04' West 956.7 feet to place of be- ginning Mag. Var. 16°30' East, area 10.12 acres.	
Port Arthur	M.S. 5762
Martha	M.S. 5763
Singiser, sometimes referred to as Singister	M.S. 5763
Reliance, sometimes referred to as Relicance, or Reliance Amended, part of Survey No. 5764	M.S. 5765
Thunderer Fraction, sometimes referred to as Thunderer Frac- tion Amended	M.S. 5764
Pocket Book, sometimes referred to as Pocketbook	M.S. 5843
Nabob	Lot 3230
Aurora	Lot 3230
Perseverance, sometimes referred to as Perseverence	Lot 3230
Heather Bell, sometimes referred to as Hether Bell	Lot 3230
Mountain Daisy	Lot 3230

<u>Name of Claim</u>	<u>U. S. Lot or Mineral Survey No.</u>
Silver Buck	Lot 3230
Camelia	Lot 3230
Ada	M.S. 5763
Ada No. 1	M.S. 5763
Fraction	M.S. 5763
Stocke, sometimes referred to as Stoke	Lot 176
Ape	Lot 421
Frontier unpatented lode mining claim, the Notice of Location of which was recorded in Book D, page 155, records of Summit County, Utah	Lot 307
M. C.	Lot 363
Bird, sometimes referred to as Lot 432 or Lot 424	Lot 422"

4. This Amendment and Supplement to Agreement and Lease shall not be deemed to amend or modify the Lease except as herein specifically provided. Said Lease, as amended and supplemented hereby, shall remain in force and effect and unaffected hereby.

Dated the day and year first above written.

UNITED PARK CITY MINES COMPANY

ATTEST:

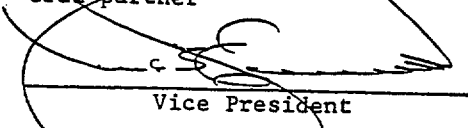
E. L. Osika
Secretary

By

Wiles P. Romney
President

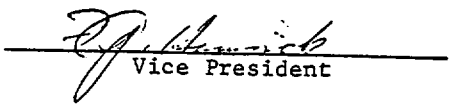
PARK CITY VENTURES

By The Anaconda Company a general partner



Vice President

By American Smelting and Refining Company, a general partner



Vice President

~~XXXXXXXXXX~~

For: Clark L. Wilson

I approve proposals 1 and 2
outlined in your memorandum of 3-9-73.

J. E. A. MacDonald
J. E. A. MacDonald

Date: March 15/73

~~XXXXXXXXXX~~

For: Clark L. Wilson

I approve proposals 1 and 2
outlined in your memorandum of 3-9-73

Lee C. Travis
Lee C. Travis

Date: 3/14/73

~~XXXXXXXXXX~~

For: Clark L. Wilson

I approve proposals 1 and 2
outlined in your memorandum of 3-9-73.

A. J. McDonnell
A. J. McDonnell

Date: 3/15/73

~~XXXXXXXXXX~~

For: Clark L. Wilson

I approve proposals 1 and 2
outlined in your memorandum of 3-9-73.

W. J. Garmoe
W. J. Garmoe

Date: 3/19/73

SECOND AMENDMENT TO AGREEMENT AND LEASE

THIS SECOND AMENDMENT TO AGREEMENT AND LEASE, made and entered into as of February 10, 1975, by and between UNITED PARK CITY MINES COMPANY, a Delaware corporation (hereinafter designated "UPC"), and PARK CITY VENTURES, a Utah partnership (hereinafter designated "Lessee"),

WITNESSETH:

WHEREAS, the parties hereto mutually executed and delivered a certain Agreement and Lease (hereinafter designated the "Lease") dated April 15, 1970, an Indenture with relation to which is recorded in Book 70, Page 155, Records of Wasatch County, and in Book 27, Page 233, Records of Summit County, Utah; and

WHEREAS, the Lease was amended and supplemented by a certain Amendment and Supplement to Agreement and Lease dated May 1, 1973, between the parties hereto; and

WHEREAS, UPC, as "United Park," Lessee, as "Ventures," Greater Park City Company, as "Resort Company," and Park City, as "City," mutually executed and delivered a certain Agreement dated the date hereof pursuant to the terms of which UPC and Greater Park City Company agreed to sell to Park City certain water rights (hereinafter designated the "City Agreement"); and

WHEREAS, under the terms of the City Agreement, the parties thereto agreed to terminate a certain Agreement dated June 17, 1965, between UPC, as "United," and Park City Municipal

Corporation, as "Park City," which Agreement is one of the Agreements referred to in Subsection (a)(ii) of Article 11 of the Lease; and

WHEREAS, the Agreement between UPC and Calumet Silver Mining Co., Inc., which is referred to in Subsection (a)(ii) of Article 11 of the Lease, has terminated by its own provisions; and

WHEREAS, it is the desire of the parties hereto to further amend the Lease, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. The first two sentences of Section (a) of Article 11 of the Lease are hereby amended so as to delete said sentences as they presently appear and to substitute therefor the following:

"Lessee shall have the right of use for Lease Operations of water and water rights presently owned or claimed by UPC, except (i) water produced in the Spiro Tunnel and that is the subject of UPC's Claim of Appropriation of Water No. 8654 filed with the State Engineer of Utah and (ii) water and water rights which UPC has agreed to sell to Park City Municipal Corporation and has conveyed to the State of Utah acting through the Board of Water Resources pursuant to a certain Agreement between UPC, as "United Park," Lessee, as "Ventures," Greater Park City Company, as "Resort Company," and Park City, as "City." Said Agreement shall not be amended without the written consent of Lessee, which shall not be unreasonably withheld."

2. This Second Amendment to Agreement and Lease shall be deemed effective as of the date hereof.

3. This Second Amendment to Agreement and Lease shall not be deemed to amend or modify the Lease except as herein specifically provided. Said Lease, as amended and supplemented by the aforesaid Amendment and Supplement to Agreement and Lease and as further amended hereby, shall remain in force and effect and unaffected hereby.

Dated as of the day and year first above written.

UNITED PARK CITY MINES COMPANY

By Wiles P. Romney
President

ATTEST:

E. L. Osika
Secretary

PARK CITY VENTURES

By The Anaconda Company, a general partner

[Signature]
Vice President

By American Smelting and Refining Company, a general partner

[Signature]
Vice President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 10th day of February, 1975, personally appeared before me MILES P. ROMNEY, who, being by me duly sworn, did say that he is the President of UNITED PARK CITY MINES COMPANY, a Delaware corporation, and that the within and foregoing Second Amendment to Agreement and Lease was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said MILES P. ROMNEY duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:

June 8, 1975

Hinnie Johnson
Notary Public

Residing at Salt Lake City, Utah

STATE OF ~~NEW YORK~~ ^{UTAH})
 : ss.
COUNTY OF SALT LAKE)

On the 20th day of February, 1975, personally appeared before me HOWARD L. EDWARDS, who, being by me duly sworn, did say that he is the Vice President of THE ANACONDA COMPANY, a Montana corporation, which is a general partner of PARK CITY VENTURES, a Utah partnership, and acknowledged to me that the above and foregoing Second Amendment to Agreement and Lease was signed on behalf of said corporation as such general partner and that said partnership executed the same.

My Commission Expires:

6/8/75

Hinnie Johnson
Notary Public

Residing at: Salt Lake City, Utah

STATE OF NEW YORK)
COUNTY OF New York) ss.

On this 24th day of February, 1975, personally appeared before me F. G. HAMRICK, who, being by me duly sworn, did say that he is the Vice President of AMERICAN SMELTING AND REFINING COMPANY, a New Jersey corporation, which is a general partner of PARK CITY VENTURES, a Utah partnership, and acknowledged to me that the above and foregoing Second Amendment to Agreement and Lease was signed on behalf of said corporation as such general partner and that said partnership executed the same.

My Commission Expires:

ANNA T. McDONOUGH
Notary Public, State of New York
No. 2613265
Qualified in Kings Co.
Cert. filed in New York Co.
Commission Expires March 30, 1978

Anna T. McDonough
Notary Public

Residing at: Bushy, N.Y.

RECORDED: _____
GRANTED: 9
GRANTED: 9
NOTED: A
STAMPED: 3

Entry No.	127110	Book	M. 67
RECORDED	6-10-75	at 10:31 AM	Page 65-72
United Park City Mines			
FEES	12.00	WANDA Y. SPURGEON SUMMIT CO. RECORDER	
INDEXED	ADSTRACT		

AMENDMENT AND SUPPLEMENT

TO AGREEMENT AND LEASE

THIS AMENDMENT AND SUPPLEMENT TO AGREEMENT AND LEASE, made and entered into this 2nd day of April, 1975, by and between UNITED PARK CITY MINES COMPANY, a Delaware corporation (hereinafter designated "UPC"), and PARK CITY VENTURES, a Utah partnership (hereinafter designated "Lessee"),

WITNESSETH:

WHEREAS, the parties hereto mutually executed and delivered a certain Agreement and Lease dated April 15, 1970, an Indenture with relation to which is recorded in Book 70, Page 155, records of Wasatch County, Utah, and in Book 27, Page 233, records of Summit County, Utah; and

WHEREAS, said Agreement and Lease was amended and supplemented by a certain Amendment and Supplement to Agreement and Lease dated May 1, 1971, between the parties thereto; and

WHEREAS, it is the desire of the parties to amend said Agreement and Lease, as amended and supplemented by said Amendment and Supplement to Agreement and Lease (which Agreement and Lease, as so amended and supplemented, is hereinafter designated the "Lease"), as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, it is agreed by and between the parties hereto as follows:

EXHIBIT 4

BOOK M67 PAGE 465

1. Page 56 of Exhibit A to the Lease, which page is entitled "Silver King Consolidated (Spiro) Tunnel Mining Reservation, Summit County," is hereby amended so as to delete said Page 56 as it presently appears and to substitute therefor the following:

"Silver King Consolidated
(Spiro) Tunnel Mining Reservation
Summit County

Beginning at a point on the Westerly right-of-way line of Crescent Ridge Road, said point being North 895.02 feet and West 1035.66 feet from the Southeast corner of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 42°30' West 220.00 feet; thence North 11°00' West 235.00 feet; thence North 21°30' West 150.00 feet; thence North 42°30' West 195.29 feet; thence East 94.70 feet; thence North 0°30' East 229.44 feet to a point of a curve to the left, the radius point of which is North 50° 46'18" East 680.00 feet; thence Southeasterly along the arc of said curve 213.36 feet to a point of tangency, said point also being the Westerly right-of-way line of Three Kings Drive; thence along said Three Kings Drive as follows: South 57°12'20" East 39.07 feet to a point of a 495.00 foot radius curve to the right; thence Southeasterly along the arc of said curve 324.24 feet to a point of tangency; thence South 19°40'30" East 385.48 feet to a point of a 439.15 foot radius curve to the left; thence Southeasterly along the arc of said curve 112.97 feet to a point of a reverse curve to the right, the radius point of which is South 55°35'10" West 15.00 feet; said point also being the Northerly right-of-way line of Crescent Ridge Road; thence Southwesterly along the arc of said curve and said right-of-way line 22.24 feet to a point of a 54.94 foot radius compound curve to the right; thence Northwesterly along the arc of said curve and said right-of-way line 115.99 feet to a point of tangency; thence North 8°30' West along said right-of-way line 31.49 feet to a point of a 105.00 foot radius curve to the left; thence Westerly along the arc of said curve and said right-of-way line 378.43 feet to a point of tangency and point of beginning.

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Also:

✓ Beginning at a point located 2037.59 feet North and 89°25'00" West of the Northwest corner of the Southwest quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Meridian; thence South 23°59'59" West 168.891 feet; thence South 12°45'27" West 54.342 feet; thence South 2°38'33" West 65.069 feet; thence South 23°11'55" East 38.079 feet; thence South 40°54'52" East 31.989 feet; thence East 758.713 feet; thence South 00°30' West 758.661 feet; thence West 320.70 feet; thence North 100.178 feet; thence North 89°45' West 992.174 feet; thence North 00°52'41" East 991.744 feet; thence South 89°25'00" East 593.34 feet to point of beginning.

Excluding therefrom the following:

✓ Beginning at a point South 310.72 feet and West 1326.51 feet from the East quarter corner of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 0°30' West 529.22 feet to a point on a curve to the right, the radius point of which is North 50°46'18" East 680.00 feet; thence Northwesterly along the arc of said curve 24.01 feet to a point of a reverse curve to the left; the radius point of which is South 52°47'40" West 290.00 feet; thence Northwesterly along the arc of said curve 70.86 feet to a point of tangency; thence North 51°12'20" West 141.11 feet to a point of a 625.00 foot radius curve to the right; thence Northwesterly along the arc of said curve 352.70 feet; thence South 40°50' West 83.24 feet to a point of a 60.00 foot radius curve to the left; thence Southwesterly along the arc of said curve 28.27 feet to a point of tangency; thence South 13°50' West 50.00 feet to a point of a 110.00 foot radius curve to the left; thence Southerly along the arc of said curve 24.14 feet; thence West 358.35 feet; thence North 334.74 feet; thence North 23°59'59" East 97.45 feet; thence South 12°45'27" West 54.342 feet; thence South 2°38'33" West 65.069 feet; thence South 23°11'55" East 38.079 feet; thence South 40°54'52" East 31.989 feet; thence East 758.715 feet to the point of beginning.

Total acreage in tract: 24.6631 Acres."

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2. Page 58 of Exhibit A to the Lease, which page is entitled "Ontario Millsite Mining Reservation, Summit County," is hereby amended by the addition at the bottom thereof of the following:

"Excluding therefrom the following tract:

Beginning at a point located South 89°57' West 224 feet from the Southeast corner of Section 16 which is common with the Northeast corner of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence South 89°57' West 106 feet; thence South 14°02' West 210.64 feet; thence South 75°58' East 75 feet; thence North 14°02' East 80.12 feet; thence South 76°33'50" East 19.25 feet; thence South 5°13' East 12.30 feet; thence North 78°18' East 60 feet; thence North 5°13' West 150 feet to point of beginning."

3. Schedule A-1 to Exhibit A to the Lease is hereby amended and supplemented by the addition immediately following the descriptions of Tract 2D therein of the following:

"Excluding therefrom that portion of the following described property which is situated within said tract:

✓ Beginning at a point South 310.72 feet and West 1326.51 feet from the East quarter corner of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 0°30' West 529.22 feet to a point on a curve to the right, the radius point of which is North 50°46' 18" East 680.00 feet; thence Northwesterly along the arc of said curve 24.01 feet to a point of a

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reverse curve to the left, the radius point of which is South 52°47'40" West 290.00 feet; thence Northwesterly along the arc of said curve 70.86 feet to a point of tangency; thence North 51°12'20" West 141.11 feet to a point of a 625.00 foot radius curve to the right; thence Northwesterly along the arc of said curve 352.70 feet; thence South 40°50' West 83.24 feet to a point of a 60.00 foot radius curve to the left; thence Southwesterly along the arc of said curve 28.27 feet to a point of tangency; thence South 13°50' West 50.00 feet to a point of a 110.00 foot radius curve to the left; thence Southerly along the arc of said curve 24.14 feet; thence West 358.35 feet; thence North 334.74 feet; thence North 23°59'59" East 97.45 feet; thence South 12°45'27" West 54.342 feet; thence South 2°38'33" West 65.069 feet; thence South 23°11'55" East 38.079 feet; thence South 40°54'52" East 31.989 feet; thence East 758.715 feet to the point of beginning.

Also included as a portion of Tract 2D is the following described property:

Beginning at a point on the Westerly right-of-way line of Crescent Ridge Road, said point being North 895.02 feet and West 1035.66 feet from the Southeast corner of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 42°30' West 220.00 feet; thence North 11°00' West 235.00 feet; thence North 21°30' West 150.00 feet; thence North 42°30' West 195.29 feet; thence East 94.70 feet; thence North 0°30' East 229.44 feet to a point of a curve to the left, the radius point of which is North 50°46'18" East 680.00 feet; thence Southeasterly along the arc of said curve 213.36 feet to a point of tangency, said point also being the Westerly right-of-way line of Three Kings Drive; thence along said Three Kings Drive as follows: South 57°12'20" East 39.07 feet to a point of a 495.00 foot radius curve to the right; thence Southeasterly along the arc of said curve 324.24 feet to a point of tangency; thence South 19°40'30" East 385.48 feet to a point of a 439.15 foot radius curve to the left; thence Southeasterly along the arc of said curve 112.97 feet to a point of a reverse curve to the right, the radius point of which is South 55°35'10" West 15.00 feet; said point also being the Northerly right-of-way line of Crescent Ridge Road; thence Southwesterly along

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the arc of said curve and said right-of-way line 22.24 feet to a point of a 54.94 foot radius compound curve to the right; thence Northwesterly along the arc of said curve and said right-of-way line 115.99 feet to a point of tangency; thence North 8°30' West along said right-of-way line 31.49 feet to a point of a 105.00 foot radius curve to the left; thence Westerly along the arc of said curve and said right-of-way line 378.43 feet to a point of tangency and point of beginning."

4. Schedule A-1 to Exhibit A to the Lease is hereby amended and supplemented by the addition immediately following the descriptions of Tract 6B therein of the following:

"Excluding therefrom that portion of the following described property which is situated within said tract:

Beginning at a point South 310.72 feet and West 1326.51 feet from the East quarter corner of Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence South 0°30' West 529.22 feet to a point on a curve to the right, the radius point of which is North 50°46' 18" East 680.00 feet; thence Northwesterly along the arc of said curve 24.01 feet to a point of a reverse curve to the left, the radius point of which is South 52°47'40" West 290.00 feet; thence Northwesterly along the arc of said curve 70.86 feet to a point of tangency; thence North 51°12' 20" West 141.11 feet to a point of a 625.00 foot radius curve to the right; thence Northwesterly along the arc of said curve 352.70 feet; thence South 40°50' West 83.24 feet to a point of a 60.00 foot radius curve to the left; thence Southwesterly along the arc of said curve 28.27 feet to a point of tangency; thence South 13°50' West 50.00 feet to a point of a 110.00 foot radius curve to the left; thence Southerly along the arc of said curve 24.14 feet; thence West 358.35 feet; thence North 334.74 feet; thence North 23°59'59" East 97.45 feet; thence South 12°45'27" West 54.342 feet; thence South 2°38'33" West 65.069 feet; thence South 23°11'55" East 38.079 feet; thence South 40°54'52" East 31.989 feet; thence East 758.715 feet to the point of beginning."

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5. This Amendment and Supplement to Agreement and Lease shall not be deemed to amend or modify the Lease except as herein specifically provided. Said Lease, as amended and supplemented hereby, shall remain in force and effect and unaffected hereby.

Dated the day and year first above written.



E. L. Oakes
Secretary

UNITED PARK CITY MINES COMPANY

By Miles P. Romney
President

PARK CITY VENTURES

By The Anaconda Company, general partner

[Signature]
Vice President

By American Smelting and Refining Company, general partner

[Signature]
Executive Vice President

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

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On the 2nd day of April, 1975, personally appeared before me MILES P. ROMNEY, who, being by me duly sworn, did say that he is the President of UNITED PARK CITY MINES COMPANY, a Delaware corporation, and that the within

and foregoing Amendment and Supplement to Agreement and Lease was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said MILES P. ROMNEY duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



My Commission Expires:

6-8-75

Bernice Johnson
Notary Public

Residing at Salt Lake City, Utah

STATE OF NEW YORK)
COUNTY OF New York) ss.

On the 8th day of April, 1975, personally appeared before me HOWARD L. EDWARDS, who, being by me duly sworn, did say that he is the Vice President of THE ANACONDA COMPANY, a Montana corporation, which is a general partner of PARK CITY VENTURES, a partnership, and acknowledged to me that the above and foregoing instrument was signed on behalf of said corporation as such general partner and that said partnership executed the same.



My Commission Expires:

March 30, 1976

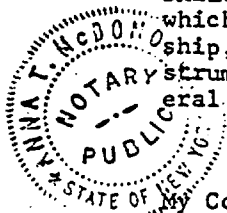
Bridget S. Raymond
Notary Public

Residing at: New York, N.Y.

BRIDGET S. RAYMOND
Notary Public, State of New York
No. 31404555
Qualified in New York County
Commission Expires March 30, 1976

STATE OF NEW YORK)
COUNTY OF New York) ss.

On the 17th day of April, 1975, personally appeared before me F. S. McDonough, who, being by me duly sworn, did say that he is the Vice President of AMERICAN SMELTING AND REFINING COMPANY, a Minnesota corporation, which is a general partner of PARK CITY VENTURES, a partnership, and acknowledged to me that the above and foregoing instrument was signed on behalf of said corporation as such general partner and that said partnership executed the same.



My Commission Expires:

ANNA T. McDONOUGH
Notary Public, State of New York
No. 242513265
Qualified in Kings Co.
Cert. Filed in New York Co.
Commission Expires March 30, 1977

Anna T. McDonough
Notary Public, STATE OF NEW YORK

Residing at: Burlington, N.Y.

"PARK CITY MINING LEASE"

AGREEMENT AND LEASE

dated April 15, 1970

Between

UNITED PARK CITY MINES COMPANY,

a Delaware Corporation

and

PARK CITY VENTURES,

a Utah Partnership

AGREEMENT AND LEASE

AGREEMENT AND LEASE dated April 15, 1970 between UNITED PARK CITY MINES COMPANY, a Delaware corporation (hereinafter called "UPC") and PARK CITY VENTURES, a Utah partnership (hereinafter called "Lessee").

W I T N E S S E T H :

That the parties hereto agree as follows:

Article 1. Definitions. In this Agreement:

(1) "the Subject Premises" means all of the real and personal property, interests in real and personal property, and contract and other rights of whatever nature in respect of real property that are described in Exhibit A attached hereto and by this reference incorporated herein, as the same may be amended from time to time pursuant to Article 8, and all extensions and renewals of such interests and rights;

(2) "Lease" means the lease granted under Article 2, and "Lease Operations" means operations of Lessee under the Lease;

(3) "the Term" means the initial term of the Lease, as the same may be extended as provided in Article 3;

5/8/70

(4) "Mining Profit", "Gross Income" and "Attributable Costs" shall have the meanings given to them in Article 7; and

(5) "Effective Date" means the first day of the calendar month next following the date on which this Agreement shall have been approved by the stockholders of UPC in accordance with Article 18.

Article 2. Lease of Subject Premises. As of the Effective Date and subject to the terms and conditions of this Agreement, UPC hereby leases to Lessee and Lessee hereby leases from UPC the Subject Premises together with all rights and privileges incident thereto, including without limitation the right to explore, develop, extract, take, save, mill, concentrate, treat and sell minerals and other products therefrom and to engage in related operations in respect of all veins, lodes and mineral deposits contained in or on the Subject Premises and the right to construct and maintain on the Subject Premises all works, buildings, plants, waterways, roads, telegraph and telephone and power lines and all other structures, machinery and facilities necessary or desirable for such mining, milling, concentrating and related operations.

Article 3. Term of Agreement and Termination.

(a) The initial term of the Lease shall begin on the

Effective Date and shall end December 31, 1995. Lessee shall have the option to extend the term of the Lease to December 31, 2020, by giving notice to UPC of such extension not later than December 31, 1994.

(b) Article 3(a) above notwithstanding, Lessee may terminate this Agreement at any time by giving UPC not less than 180 days' notice of the effective date of termination. Upon such effective date of termination, the parties shall be relieved of all obligations hereunder except for payment by Lessee of royalties theretofore accrued and the payment by Lessee to UPC in cash of an amount equal to unexpended costs, if any, that Lessee is required to incur under Article 5(a). Such payment on account of unexpended costs shall be made in equal monthly installments over the remainder of the two year period referred to in Article 5(a).

Article 4. Management of Lease Operations.

(a) Lessee shall conduct Lease Operations in accordance with good mining practice, in a workmanlike manner and in compliance with all applicable laws and regulations. Subject to the terms and conditions of this Agreement, Lessee shall have full, complete and exclusive control and direction of Lease Operations.

(b) With respect to items of personal property

included in the Subject Premises, Lessee shall have sole discretion as to the disposition of such property, subject only to the obligation of accounting to UPC for the realized net proceeds thereof. With respect to all machinery and mining equipment included in the Subject Premises, Lessee shall maintain said machinery and equipment in the same condition as when received, subject to normal wear and tear and damage by the elements.

Article 5. Work Objectives. (a) Subject to change from time to time by written agreement with UPC, Lessee shall undertake geological and mining development work on the Subject Premises in areas and formations and for development of existing and new mines, all as in Lessee's sole discretion shall be deemed appropriate, subject to the requirement that during the period ending two years from the Effective Date Lessee shall incur costs for such work of not less than \$2,500,000 when determined on a basis consistent with determinations to be made under Article 7. Without limiting Lessee's discretion in selecting and prosecuting such work, it is Lessee's expectation that such work will include some or all of the following:

(i) Immediate geological objectives: Exploration for and development of ore bodies in the fol-

lowing areas and formations on the Subject Premises:

(A) Humbug beds and Silver Fissure
in the area of the Ontario No. 6 shaft
subject to water removal difficulties;

(B) HW and FW Humbug beds in the area
of the Ontario No. 3 shaft; and

(C) Humbug-Park Utah veins; and

(ii) Immediate mine development objectives:

(A) completion of the Ontario No. 6
shaft to the 2400 level including construc-
tion of a station at that level;

(B) reconditioning the Ontario No. 3
shaft from the surface to the 1700 level,
sinking it to the 2460 level, equipping
the shaft with hoist and loading equipment,
and repairing the shaft collar; and

(C) drifting from the Ontario No. 6
shaft to the Ontario No. 3 shaft at the
2200 level; and

(iii) Subsequent geological objectives: Explora-
tion for and development of additional ore bodies in
other promising portions of the Subject Premises in
the general area of the Ontario, Silver King, Daly
West and Judge mines; and

(iv) Subsequent mine development projects: Contingent upon the results of the projects referred to in (i) and (ii) of this Article 5(a), the construction and operation of a mill and such additional mining and metallurgical facilities as are, in the judgment of Lessee, required to conduct an economical mining and milling operation.

(b) After expiration of the period ending two years from the Effective Date Lessee undertakes to incur costs (determined on a basis consistent with determinations to be made under Article 7) of not less than \$250,000 in each subsequent 12-month period of the Term for work in connection with Lease Operations, provided, however, that the incurring of such costs shall not relieve Lessee of its obligations under the provisions of Article 4(a).

Article 6. Reports and Inspections. (a) Before the last day of January, April, July and October in each year, Lessee shall furnish to UPC a financial and operating report showing the character, location, and amount of work performed by Lessee during the calendar quarter ended on the last day of the preceding month and the costs incurred by Lessee in connection with such work.

(b) UPC shall have the right at any reasonable time and at its own expense to inspect the Subject Premises,

but its entry upon the Subject Premises shall be at its own risk, and it shall indemnify and hold harmless Lessee from any damage, claim or demand by reason of injury to UPC or its representatives or guests or any of them on the Subject Premises or the approaches thereto. UPC's access to any part of the Subject Premises shall be subject at all times to the safety rules and regulations and operating practices of Lessee.

Article 7. Royalties. (a) Lessee will pay to UPC a royalty of one-third (1/3) of Mining Profit from Lease Operations, which Mining Profit shall be equal to Gross Income less Attributable Costs, all determined on a cumulative basis and in accordance with Articles 7(b), 7(c) and 7(d). Mining Profit shall be determined by Lessee annually as aforesaid and reported to UPC within 60 days of the close of each calendar year. If the total of all royalty payments and advance royalty payments made prior to any such annual report is less than one-third (1/3) of Mining Profit so reported, then payment on account of the difference shall accompany such annual report. As an advance against such royalty, Lessee shall pay to UPC (i) the sum of \$42,500 on or before the last day of March, June, September and December in each

year through June 1972, (ii) the sum of \$35,000 on or before the last day of March, June, September and December in each year after June 1972, and (iii) within 60 days after the end of each calendar year an amount equal to 10% of the amount, if any, by which Gross Income for such calendar year exceeds Attributable Costs for such calendar year. The advance against such royalty, without a charge to UPC for interest on the advance, is in consideration of the Lease of an operating mine.

(b) Gross Income will be all income received or accrued with respect to Lease Operations in accordance with generally accepted accounting principles consistently applied, including without limitation:

(i) sales of minerals, ores, concentrates, sponge, bullion or any other metallic or non-metallic products (whether sold to a mill, smelter, or other purchaser), after deducting therefrom all charges by the purchaser, transportation costs, royalties to third parties, umpire fees and similar charges in connection with such sales; and

(ii) receipts from sale of property to the extent of prior charges for such property to Attributable Costs.

For purposes of determining Gross Income there shall be included net smelter returns received or accrued by any member-partner of Lessee from sales of minerals,

ores, concentrates, sponge, bullion or any other products ("Products") after the above described deductions, which Products were taken in kind or sold on behalf of such member-partner under the partnership agreement governing the affairs of Lessee and such smelter returns received or accrued shall be the most favorable offered by any smelter for the Products of the Subject Premises and shall be no less favorable than would be realized under smelter schedules under which products of like character and quality are being purchased at the time from other shippers at the smelter receiving the Products. Lessee may cause minerals and ores to be smelted and Products to be otherwise treated at smelters and other facilities owned by any member-partner of Lessee, their subsidiaries or related companies, and delivery to any such smelter or facility shall be deemed a sale of the Products for the purpose of determining Gross Income.

(c) Attributable Costs will be the sum of:

(i) all costs, expenses, losses and deductions (except as specifically excluded herein) paid or accrued with respect to Lease Operations in accordance with generally accepted accounting principles consistently applied, including without limitation: costs of mining, concentrating, transporting, ex-

ploration, development and research; salaries and wages; employee benefits; travel; professional services; materials and supplies; repairs and maintenance; bad debts; rents; taxes including mine occupation and net proceeds taxes (but excluding any income or corporate franchise taxes); interest; losses; intangible property costs and depreciation on any new concentrator plant and mill on the basis used for preparing financial reports of Lessee (but excluding any depreciation or amortization on items treated as Attributable Costs under (ii) below or any depletion based on cost or percentage of income); royalties (but excluding royalties and advances thereon payable under this Article 7); communications; insurance and assessments and all costs and liabilities by reason of losses and damages not covered by insurance; and indirect costs for general and administrative services performed for or on behalf of Lease Operations by home office or other employees of Lessee or either of its Partners, which will be an amount equal to five (5%) percent of the sum of the aggregate of all the foregoing costs; and

(ii) any other expenditures or costs incurred by Lessee in connection with Lease Operations, including those for payments under Articles 9 and 10, and for acquisition or construction of all machinery, equipment, facilities, works, buildings, structures, land and other assets (but excluding amounts to be capitalized and recovered under (i) above for any new concentrator plant and mill);

(d) A determination of Gross Income and Attributable Costs in accordance with the provisions of this Article 7 by Price Waterhouse & Co. or by such other independent accounting firm as the parties hereto may mutually select, will be conclusive and binding.

Article 8. Additions to the Subject Premises.

If after the date of this Agreement UPC shall acquire any real property or interest or right in real property any part of which is located within the Contiguous Zone as defined in Exhibit A, then any mineral interest thereby acquired by UPC shall be deemed included in and part of the Subject Premises unless Lessee shall agree in writing to the exclusion of such interest from the Subject Premises. If after the date of this Agreement Lessee shall acquire or be offered the right to acquire any real property or interest or right in real property any part of which is

located within the Contiguous Zone as defined in Exhibit A, Lessee shall offer such property, interest or right to UPC for an amount equal to the total costs incurred by Lessee with respect thereto. If such offer is not accepted by UPC within 30 days from the date of such offer, Lessee shall have no further obligation to UPC with respect thereto. If such offer is accepted and payment duly made by UPC, Lessee shall execute and deliver to UPC an appropriate instrument transferring such property, interest or right to UPC, and any mineral interest thereby acquired by UPC shall thereupon be deemed included in and part of the Subject Premises as of the date of such transfer.

Article 9. Responsibility for Certain Obligations. (a) UPC shall continue to have the responsibility during the Term for making the following payments: (i) all periodic and installment payments (including payments in the form of rents or royalties) under lease and option agreements and contracts of purchase that are applicable to the purchase price of any real property interests included in the Subject Premises, and (ii) all rental payments under leases included in the Subject Premises. Without limitation of the foregoing, UPC grants to Lessee

the right to make such payments on UPC's behalf and to take appropriate credits therefor in accordance with Article 7.

(b) Except as otherwise provided in Article 9 (a), Lessee shall during the Term (i) preserve the existing status and titles of the Subject Premises, (ii) perform all required work on the Subject Premises including annual assessment work, (iii) pay all property taxes in respect of the Subject Premises, including net proceeds and mine occupation taxes and (iv) payments that may become payable to the United States Office of Mineral Exploration as a result of production or sale by Lessee of ore from any part of the Subject Premises that is the subject of any loan from such Office.

Article 10. Title Matters. (a) Upon each request by Lessee during the Term, UPC shall make available to Lessee for examination and copying all title data and related information that UPC may have concerning the status of the titles and interests of UPC and others to any part or parts of the Subject Premises and to the minerals and mineral rights contained therein, and shall cooperate with Lessee in any effort by Lessee to ascertain the status of any such title or interest and also in all reasonable efforts to clear any clouds or defects that may be found to exist in any of them and that do or may affect Lessee's rights hereunder or Lease Operations. Lessee shall not be obligated, however, to expend money or

take other steps to cure any defects that may have been found to exist in any such title or to perfect any such title.

(b) In connection with any patent proceeding relating to any mining claims in the Subject Premises, UPC hereby authorizes and appoints Lessee's designees to perform on behalf of UPC surveys, assays and other patent work and to file on behalf of UPC applications and all other appropriate documents (but no such filing shall be made without UPC's consent) and UPC shall do all things reasonably requested by Lessee in such connection. The expense of patent proceedings shall be charged to Lease Operations. Lessee shall not be responsible in any way for the failure of a patent to be granted or for the loss of the claim for which patent was applied.

Article 11. Water Resources. (a) Lessee shall have the right of use for Lease Operations of water and water rights presently owned or claimed by UPC, except (i) water produced in the Spiro Tunnel and that is the subject of UPC's Claim of Appropriation of Water No. 8654 filed with the State Engineer of Utah and (ii) water that the municipality of Park City and Calumet Silver Mining Co., Inc. are empowered to use under two prior agreements with UPC, copies of which have been delivered to and initialed by Lessee. Neither of such prior agree-

ments shall be amended without the written consent of lessee, which shall not be unreasonably withheld. The water that Lessee is empowered to use under the provisions of this Agreement is more particularly identified and limited as follows:

(1) Lessee shall have the right of use, during the period of five years following the Effective Date, of a quantity of water not exceeding 3,000 gallons per minute. In the event that the right identified in Article 19 hereof shall be exercised in whole or in part, Lessee's right of use of said maximum quantity of 3,000 gallons per minute shall continue for the Term.

(2) In the event that the right identified in Article 19 hereof is not exercised, either in whole or in part, then the maximum quantity of such water that Lessee shall have the right of use for Lease Operations after the expiration of said five year period referred to in (1) above shall be 1,500 gallons per minute.

(b) Lessee shall have the right to the use for Lease Operations of any new sources of water developed by it in or upon the Subject Premises, and such right of

use shall not be subject to any limit applicable under Article 11(a) nor be otherwise accounted for thereunder.

(c) Except to the extent that Lessee exercises its rights of use of water pursuant to Article 11(a) and Article 11(b), UPC shall have the right to utilize, sell, lease, or grant to others the right of use of all water and water rights presently owned or held by UPC as well as any such water and water rights that may hereafter be developed or discovered in or upon property owned or held by UPC, including the Subject Premises.

(d) Lessee's rights of use of water under this Article 11 shall include the right to take and store water for prospective use, all as Lessee in its sole discretion shall determine to be appropriate for Lease Operations.

Article 12. Withdrawal from the Subject Premises. (a)

Upon termination of this Agreement or expiration of the Term, Lessee shall withdraw from the Subject Premises, and shall offer to sell to UPC free of liens and encumbrances all facilities and fixed or moveable property owned by Lessee and then located on or used in connection with the Subject Premises (including without limitation metallurgical plants, auxiliaries, accessories and facilities in connection therewith, buildings, supplies and inventory, all of which shall remain the sole property of Lessee notwithstanding-

ing that any of them shall be affixed to the Subject Premises) at a price equal to the salvageable value of such facilities and property at the time of termination.

"Salvageable value" shall be an amount agreed upon by the parties, or if the parties are unable to agree, an amount established by an appraiser as the fair market value of such facilities and property if the same were removed from the Subject Premises. Such appraiser shall be a qualified engineer selected by the parties, or, if the parties fail to agree upon an appraiser, then he shall be a qualified engineer selected by the American Arbitration Association according to its rules. All expenses of appraisal by such appraiser shall be borne equally by Lessee and UPC. UPC shall not later than 30 days after determination of such value accept or reject such offer. If UPC rejects such offer, Lessee shall have the right to remove or otherwise dispose of or abandon such facilities and property at any time thereafter within a period of two years. Expenses of disposition shall be borne by Lessee. Lessee may during such two year period keep on the Subject Premises caretaking, maintenance and other personnel and may utilize such areas as may be necessary in connection with removal or other disposition of its facilities and property.

(b) Notwithstanding the provisions of Article 12(a), UPC shall be entitled to receive upon termination of this Agreement or the expiration of the Term, free of any cost to UPC, all facilities and fixed or moveable property the costs of which was considered to be an Attributable Cost under Article 7 and which was included by Lessee in the minimum cost of \$2,500,000 incurred under Article 5(a).

(c) Notwithstanding the provisions of Article 12(a), UPC shall be entitled, upon termination, to receive title to any concentrator plant and mill constructed upon the Subject Premises upon payment by UPC to Lessee of the undepreciated cost of same. If said mill has been fully depreciated, UPC shall be entitled to receive title to said mill without any payment to Lessee.

Article 13. Default. (a) If Lessee shall default in performance of any obligation hereunder, other than the payment of the advance royalty under Article 7(a), UPC shall have no right to terminate this Agreement or to seek termination in any action or proceeding but may, if such default shall continue unremedied for 90 days after UPC shall have given notice to Lessee specifying such default, commence an arbitration proceeding against Lessee under Article 15 seeking any other equitable relief and/or damages. UPC may terminate this Agreement

if any arbitration award against Lessee is not satisfied or performed within a reasonable time after entry, or if such award becomes the subject of court proceedings, then if not satisfied or performed within a reasonable time after expiration of all stays against execution or enforcement. UPC may also terminate this Agreement upon 30 days' notice to Lessee in the event of the failure of Lessee to pay the advance royalty provided in Article 7(a) unless such failure is corrected within such 30 day period.

(b) Without limiting Lessee's right to terminate this Agreement as provided in Article 3(b), if UPC shall default in the performance of any of its obligations hereunder, and such default shall continue unremedied for 90 days after Lessee shall have given notice to UPC specifying such default, Lessee may commence an arbitration proceeding against UPC under Article 15 seeking any equitable relief and/or damages.

(c) The remedies provided in Articles 13(a) and (b) are in lieu of, and the parties hereby expressly waive, all other remedies provided at law or in equity for default or other breach of this Agreement during the Term. Each party covenants and agrees not to seek any relief against the other for default or breach except as expressly provided in this Article 13.

Article 14. Force Majeure. If either party hereto shall be unable, wholly or in part, by reason of force majeure to carry out any obligation of such party under this Agreement, it shall give to the other prompt notice of such fact with reasonably full particulars thereof; and thereupon, the performance of such obligation, to the extent and during the time that it is so affected shall be suspended and the time for performance of such obligation shall be extended by an amount of time equal to the period of the disability. The party claiming such force majeure shall act diligently to remove or remedy the force majeure, except that it shall not be required to settle strikes, lockouts or other labor difficulties contrary to its wishes. As used herein, the term "force majeure" shall mean an Act of God or of the public enemy, an act of the Government, strike, lockout, other industrial disturbance, war, blockade, riot, accident, lightning, fire, flood, explosion, unavailability of equipment, epidemic, quarantine restriction, delay or interruption in transportation or any other cause (whether of the kind specified herein or otherwise) that is not reasonably within the control of the party claiming force majeure. The Provisions of this Article shall not act under any circumstances to excuse the non-payment of money due from either party to the other.

Article 15. Indemnification. Lessee hereby agrees to indemnify and save UPC harmless from any and all claims, demands, causes of action, or liabilities which may arise out of Lease Operations or other activities upon the Subject Premises caused by Lessee, its officers, agents, or employees and Lessee hereby agrees to defend on behalf of UPC any legal action arising on account of any of them and to pay all costs of defense as well as any judgment which may be rendered against UPC. Any public liability insurance purchased by Lessee to cover its activities upon the Subject Premises shall include UPC as an insured to the extent of its rights under the provisions of this Article.

Article 16. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Article 17. Transfers and Encumbrances. Between the date of signing of this Agreement and the Effective Date hereof, UPC shall not transfer any interest in, mortgage or otherwise encumber any of the Subject Premises.

After the Effective Date of this Agreement neither Lessee nor UPC shall mortgage or otherwise encumber any of the Subject Premises except with the approval of Lessee and UPC, and during the maximum period allowed by law for such a restraint UPC shall not transfer any of the Subject Premises except with the approval of Lessee.

Article 18. UPC Stockholder Approval. UPC shall, within 90 days from the date of signing of this Agreement, call a special meeting of its stockholders to consider and vote upon this Agreement in accordance with its by-laws and all applicable statutes and regulations. UPC shall solicit proxies in favor of this Agreement for such meeting. If such meeting and vote is not held before July 15, 1970 or if this Agreement does not receive the affirmative votes of a majority of the outstanding stock of UPC entitled to vote thereon at the meeting, this Agreement shall terminate forthwith without further obligation of either party hereto.

Article 19. Repurchase Option. From time to time upon the direction of Lessee UPC shall exercise its rights, and fully perform its resulting obligations, under paragraph 18 of the Purchase Agreement that may be entered into between UPC and Treasure Mountain Resort Company ("TMRC") following exercise by TMRC of its rights under the Option Agreement proposed to be entered into between

UPC and TMRC and considered at the meeting of UPC Shareholders referred to in Article 18 hereof. UPC covenants not to surrender or waive any such right (or modify the substance thereof, as set forth in drafts heretofore delivered to Lessee and initialed on its behalf, prior to execution of the aforesaid Option Agreement) except upon Lessee's prior direction or consent. UPC shall make any payments that become payable to TMRC as provided by paragraph 18 of such Purchase Agreement resulting from or based upon UPC's exercise of any such right whether or not such direction or consent was previously given by Lessee. Lessee shall not be obligated to reimburse UPC for any amount so paid by UPC or for any reduction in the purchase price payable under such Purchase Agreement resulting from the exercise of such right. In the event of any such direction or exercise the description of real properties that is set forth in Schedule A-1 of Exhibit A shall thereby without further action by either party hereto be deemed revised to delete from such Schedule A-1 all the real property that is the subject of such direction or exercise. Thereupon UPC shall have no further right under this Agreement to dispose of such deleted real property and any prior exercise of such right shall be voided.

Article 20. General. (a) This Agreement, together with exhibits attached hereto, constitutes the entire understanding of the parties relating to the subject matter hereof and supersedes all prior and all contemporaneous agreements and understandings, whether oral or written, relating to the subject matter hereof. The terms of this Agreement cannot be changed, waived, released or discharged orally.

(b) No delay or failure on the part of either party in exercising any rights hereunder, and no partial or single exercise thereof, shall constitute a waiver of such rights or of any other rights hereunder, except as otherwise herein expressly provided.

(c) To be valid, any notice, request, consent, offer, approval, demand, direction or other communication herein required or permitted must be in writing and delivered in person to an officer of the intended recipient or sent by registered mail, postage prepaid, in each case addressed to the intended recipient as follows:

To Lessee:

Park City Ventures
1849 West North Temple
Salt Lake City, Utah 84116

To UPC:

United Park City Mines Company
309 Kearns Building
Salt Lake City, Utah 84101

or to such other address as the intended recipient may have theretofore specified in a notice given to the sender as provided in this Article 18(c).

(d) Neither this Agreement nor any rights hereunder shall be assigned by either party hereto without the consent of the other (such consent not to be unreasonably withheld), except that UPC may assign, pledge or sell its right to receive its share of Mining Profit and other benefits under this Agreement to any one person, firm or corporation and Lessee and its permitted assigns may, without prior notice to UPC, assign this Agreement to (i) successor partnerships of which at least one of the original member-partners of Lessee or a majority owned subsidiary of one of them is a member-partner, or (ii) one of the original member-partners or a majority-owned subsidiary of one of them, but no former partner shall be released from liability as a result of such succession or assignment. Any purported assignment other than aforesaid without such required consent shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(e) From time to time each party shall cause to be executed, acknowledged and delivered such further

instruments in writing and take such further actions as the other party may reasonably request in order more effectively to enable the other party to carry out or give full effect to the provisions of this Agreement.

(f) The validity, interpretation and performance of this Agreement and each of its provisions shall be determined and governed by the law of the State of Utah.

(g) Headings in this Agreement are included for convenience only and are not to be used in construing or interpreting this Agreement.

(h) The parties will execute for recording purposes an Indenture of even date herewith in the form attached hereto as Exhibit "B" and will cause said Indenture to be recorded on the records of the counties where the Subject Premises are situated.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

UNITED PARK CITY MINES COMPANY

By


President

ATTEST:


Secretary

5/8/70

26

PARK CITY VENTURES

By The Anaconda Company, a
general partner



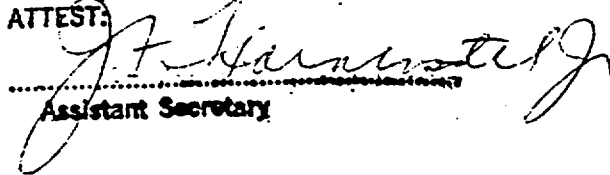
Vice President

By American Smelting and Refining
Company, a general partner



Exec. Vice President

ATTEST:



Assistant Secretary

5/8/70

STATE OF NEW YORK)
COUNTY OF New York ; ss.

On this 30 day of June, 1970
personally appeared before me C. E. Schwab, who
being by me duly sworn did say that he is a Vice-President
of The Anaconda Company, a Montana corporation, a general
partner in Park City Ventures, a Utah partnership, and
that said instrument was signed in behalf of said partner-
ship by authority of a resolution of the board of directors
of said general partner and that said C. E. Schwab ac-
knowledged to me that said partnership executed the same.

John E. G. Bischof
Notary Public

JOHN E. G. BISCHOF
Notary Public, State of New York
No. 30-5326450
Qualified in Nassau County
Cert. Filed in New York County
Commission Expires March 30, 1972

My Commission Expires:

March 30, 1972

Residing at:

Rockville Centre, N.Y.

5/8/70

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 15th day of June, 1970, personally appeared before me Clark L. Wilson, who being by me duly sworn did say that he is the President of UNITED PARK CITY MINES COMPANY, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Clark L. Wilson acknowledged to me that said corporation executed the same.

Clark L. Wilson
Notary Public
Residing at Salt Lake City, Utah

My Commission Expires:

September 21, 1971

STATE OF NEW YORK)
COUNTY OF New York) ss.

On this 9th day of June, 1970
personally appeared before me R. L. Hennebach, who
Exec.
being by me duly sworn did say that he is/a Vice-President
of American Smelting and Refining Company, a New Jersey
corporation, a general partner in Park City Ventures, a
Utah partnership, and that said instrument was signed in
behalf of said partnership by authority of a resolution
of the board of directors of said general partner and
that said R. L. Hennebach acknowledged to me that
said partnership executed the same.

[Signature]
Notary Public

My Commission Expires:

Residing at: 97 Madison St.
New York, N.Y.

3-3-72
J. W. R. [Signature]
Notary Public, State of New York
No. 008-14200
Qualified in New York County
Cert. Filed in New York County
Commission Expires March 30, 1972

5/8/70

EXHIBIT A

ATTACHED TO AGREEMENT AND LEASE DATED APRIL 15, 1970
BETWEEN UNITED PARK CITY MINES COMPANY, AS "UPC", AND
PARK CITY VENTURES, AS "LESSEE".

PATENTED MINING CLAIMS AND MILLSITES

All of the right, title and interest of UPC in
and to all minerals situated in, upon or under the fol-
lowing described patented lode mining claims and millsites
together with the right to enter upon the surface and to
utilize the same for all purposes in connection with or
related to mining, removal and sale of such minerals, sub-
ject however to the further provisions of this Exhibit set
forth in the section entitled "RIGHT OF UPC TO DISPOSE OF
PROPERTY INTERESTS".

UINTAH MINING DISTRICT - SUMMIT COUNTY, UTAH

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Antelope	6741
Antelope No. 2	6756
Arms	259
Banner Millsite	47
Ben Harrison	652
Beware	5073
Bonanza	630
Carbenit	262
Chloride	627
Claire	5326
Claire No. 1	5447
Claire No. 2	5447
Contact	4570
Colorado	5073
Creole	219
Creole No. 2	315
Creole No. 3	4938
Cumberland	638

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Deer Valley East	4570
Deer Valley West	4570
Elk	6740
Engineer	3441
Exchange	629
Frida	5665
Galena	628
George	645
Goodell Millsite	227-B
Gopher	602
Henry	640
Huron Mine	256
James R. Wright, Amended	5839
Jennie Lind	708
Jeremiah	313
John	643
Joker	6658
Justice	6103
Keno	325
Kentucky No. 1	619
Kentucky No. 2	620
Kentucky No. 3	621
Kentucky No. 4	622
Kentucky No. 5	623
Kentucky No. 6	624
Kentucky No. 7	625
Kentucky No. 8	626
Kentucky No. 9	5840
Kentucky No. 10	5837
Lark	6225
Lilly	5665
Lilly No. 2	5665
Lilly No. 3	5665
Lookout	5073

NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

May Flower Millsite	220-B
May Flower No. 2	613
May Flower No. 8	618
Mazepah Millsite	301-B
Moose No. 1	6727
Moose No. 2	6727
Moose No. 3	6727
Moose No. 4	6727
Moose No. 5	6727
Moose No. 6	6727
Nero	589
Newell	653
Northland	599
Oasis	632
Olive Branch Millsite	226-B
Ontario Millsite	
Orlando	587
Oro	588
Park City	633
Park View	655
Park View No. 2	3058
Pearl	723
Polygon	723
Pyramid	6028
Ravine	723
Rumney	639
Sal	6856
Samuel	646
San Joaquin	257
Sheridan	637
Silver Hill	631
Sunrize	5833
Sunrize Fraction	5833
Susan B	3071
Switzerland Millsite	52

NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

Tender Foot	255
Trestle	644
Trump	265-A
Trump Millsite	265-B
Typo	648
Typo No. 2	649
Typo No. 3	650
Typo No. 4	651
Una	3056
Virginia	258
Washington Millsite	80-B
Wedge	673
Wisconsin	5665
Woodside	56
Woodside Extension	254
Yaup	264-A
Yaup Millsite	264-B
Abby	165
Abby	405
Abdallah	549
Accidental	4765
Amended Ace of Diamonds	5453
Addenda, Amended	384-A
Addie, also part in Wasatch County	158
Adelaide	499
Adonis	506
Aetna	196
A. Garfield	261
Albion	251
Alice Ryan	202
Alta	527
Ameer	137
Ampheon	718
Anaconda No. 3	4850
Andes	717

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Anna	6159
Anna Marie	4861
Antelope	268
Antelope	6741
Antelope No. 3	7023
Anthony	4647
Antietam	721
Ape	421
Apex	5587
Apex No. 2	352
Appendix	4487
Appolo	426
Appomattox	504
Apostate	720
Apostle	720
Arthur	690
Arthur	4784
Aspen	5591
Atlanta	4850
Aurora	298
Austin	473
Ax, also part in Wasatch County	6902
Baby	127
Ballman	205
Baltimore	536
Banner	47
Barrios	173
Belcher	479
Bell	6279
Bellonte	7150
Bell Mont	284
Belmont	372
Belmont	4850
Benton	367
Berlin	721
Bess F	6714

NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

Bible Back	177
Big Stick	6212
Bird	422
Bizane	731
Black Bear	209
Black Bird Mining Claim	4846
Black Diamond	180
Black Hawk	208
Black Horse	4846
Block	6211
Bluff	4952
Bonny Ida	152
Boss	126
Boulanger	731
Brave Columbia	214
Broadway	223
Broadway Fraction	4867
Bryan	4107
Bryan	6209
Buckey	41
Buckeye	4720
Bull Run	721
Bunker Hill	731
Butcher Boy	478
Caledonia	729
Calhoun	723
California	718
California	4245
Captain	3041
Captain Mollie	711
Cash Box	6210
Cashier	496
Cave	75
Celeste	74
Central	332
Central	80-A

NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

Central Hill	670
Challenger	72
Champion	186
Champion	4850
Champion Fraction	4866
Chance	668
Chance No. 2	334
Chancellor	420
Chapter	335-A
Check	7149
Chelsea	559
Chief of the Park	91
Cicero	723
Cinderella	5107
Clambia	486
Clara No. 2	221
Clara Davis	51
Clay	723
Clematis	5591
Cleveland	427
Cliff	5312
Climax	174
Coin	3115
Colbath	720
Columbus	4640
Come at Last	199
Comstock	207
Comstock No. 2	423
Confidence	5099
Congress	187
Conkling	689
Connelly	208
Constitution	215
Contact	4570
Convention	3116
Convict	139

NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

Copper	5453
Cora	497
Corner Stone	452
Corr	73
Cortez	5591
County	476
Cricket	6781
Croesus	5316
Croppy Boy	513
Crown Point	231
Crown Point	530
Crown Prince	263
Cuba	347
Cumberland	216
Cumberland	666
Cumberland No. 2	500
Custer	327
Custer	728
Custer No. 2	4850
Dakota	133
Daly	242
Daniel O'Connell, also part in Wasatch County	92
Danville	368
Dark Horse	189
Darwin	6278
Daylight	270
Dead Easy No. 1	5591
Dead Easy No. 2	5591
Deer Valley East	4570
Deer Valley West	4570
Delaware	665
Delta	723
Deuce	5915
Diamond	322
Dick Turpin	440

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Dick Turpin Fraction No. 1	4860
Disappointment	276
Dispute	533
D. and M.	3822
Dolores Nos. 1 and 2.	6208
Domingo	171
Dr. W. F. Smith	225
Dreadnaught Tunnel	82
Dutchman	3008
Eastman	414
Eclipse	6901
Edison	6280
Egypt	371
Eldorado	113
Eldorado No. 2	3055
Electric Light	730
Elkhorn	351
Ella	582
El Madhi	356
Emaly	394
Emly	698
Emma Jane	98
Empire	297
Engineer	3441
Esther	323
Ester Hale	565
Ethel	6859
Eudora	110
Euphrates	377
Eureka	104
Eureka	663
Europe	101
Evangeline	507
Evening Star	4720
Evergreen	701

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Fairbanks Fraction	5364
Fairbanks Amended	5364
Fairview	106
Fallon, Amended	179
Field	6279
Finis	357
Fitz Lode	7148
Fortune Teller	135
Forty Nine	316
Fountain	302-A
Fraction	713
Fraction	160
Fraction	4678
Fraction Mining Claim	5587
Fraction	321
Fraction, Amended	728
Frank and Roy, also part in Wasatch County, Blue Ledge District	63
Franklin	474
Fraser	6156
Frederick	539
Free Coinage	3428
Free Thinker	711
Fremont	146
G. G. Tait	555
Galileo	6280
Gambetta	731
Garvey Mine	103
Gazelle	269
General Dodge	222
General Norton	4970
Georgeanna No. 1	460
Georgeanna No. 2	461
Georgeanna No. 3	462
Georgeanna No. 4	463

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Gettysburg	731
Gifford	477
Gimlet	5639
Glenn	140
Golden Chariot	175
Golden Gate	722
Golden Robin	5591
Goldenrod	5591
Gold King	4209
Gold Wedge	5453
Goodell	227-A
Grand Prize	90
Great Basin	395
Great Basin No. 2	396
Great Eastern	68
Grizzly	365
Grundy	475
Hamlet	435
Hanauer	6782
Hanna	218
Harrington	4900
Hatty Greene No. 1	466
Hatty Greene No. 2	467
Hatty Greene No. 3	468
Hecla	431
Hecla	197
Hellen Jessey	126
Hendricks	428
Henrietta	70
Herat	412
Herschel	6277
Hidden Treasure	64
Hidden Treasure No. 2	116
High Card No. 1	5591
High Card No. 2	5591
High Card No. 3	5591

NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

Hirnet No. 2	464
Hirnet No. 3	465
Hope	7050
Hope	260
Hope	299
Hoyt	253
Hunter	521
Huron	699
Huxley	6278
Hyde Park	472
Iago	434
Ida Belle	185
Ida Steele	4176
Illinois	233
Illinois	711
Independence	4246
Index	3049
Indiana	4760
Intervention	308
Iowa	556
Iowa No. 2	557
Iron Horse, also part of Wasatch County	110
Iron Horse	4720
James A. Garfield	236
Japan	346
Jeanette No. 2	162
Jennie Lind	708
Jennie Powers	65
John Mackay	518
Jones	4677
Jordan	167
Jubilee	4137
Jubiter	128
June Bride	6860

NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

June Bug No. 1	5140
June Bug No. 2	5140
June Bug No. 3	5140
June Bug No. 5	5140
Justice	6103
Kaas	5639
Keene	252
Kelvin	6280
Kennedy	522
Kentucky No. 4	622
Keokuk	285
Key Stone	469
King	4970
King Con. No. 1	6858
King Extension	728
King William	129
Kite	6045
Know You Don't	354
Ladies Drum No. 1	609
Ladies Drum No. 2	610
Ladies Drum No. 3	611
Lady Morgan	164
Laird	3118
Lake Shore No. 1	441
Lake Shore No. 2	457
Lake Shore No. 3	458
Lake Shore No. 4	459
Lancet	345
Last Chance	48
Last Chance Mill Site	48-A
Last Chance No. 1	5591
Last Chance No. 2	60
Last Chance No. 2	5591
Legal Tender	3503

NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

Liberty	279
Lilley of the West	517
Lincoln	191
Link	714
Little Billie	3117
Little Helen	409
Little Maggie	134
Little Maud	67
Little Mc	53-A
Little Nettie	425
Little Percy	4953
Little Pittsburgh	470
Little Reb	424
Lizarena	369
Lockport	538
Lode Line, also part in Wasatch County	3303
Lodi	721
Lone Tree, also part in Wasatch County	120
Long Fellow	419
Lookout	667
Lookout	485
Lucky	443
Lucky Boy	4720
Lucky Boy	529
Lucky Jim	403
Lucky Jim No. 2, also part in Wasatch County	402
Madrid	721
Madura	349
Magnet	537
Magnolia	109
Malchite	281
Mammett	360

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Manhattan	117
Manhattan No. 2	3050
Maple	5591
March	5453
Marconi	6276
Marie	4744
Marie	5141
Mark Anthony	6485
Marshall	398
Marshall No. 2	399
Martha Mine	5145
Maryatta	366
Mary Ellen	79
Mary Jane	4850
Mary Lou	7030
Massachusetts Fraction	4676
Mat & Pat	311
Matchless	702
Matthew	324
Maud H	585
May Flower No. 2	613
May Flower No. 8	618
Mazepah	239
M. C.	363
McCarty No. 1	4970
McCarty No. 2	4970
McKay	71
Merremack	4720
Mikado	429
Milkecedy	711
Mineral Spring	526
Miners Delight	112
Miners Delight	4970
Minnesota	703
Minnesota	4720

NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

Minnie Hubbard	380
Minnie Kescel	438
Minnow	654
Minooka	241
Missouri	138
Missouri	272
Mite	6780
M. J. Fraction	4862
Mocking Bird	4970
Molly Stark	495
Moniter	719
Monitor	4720
Monno	373
Monroe Doctrine	217
Montana	283
Montezuma	115
Monza	721
Moray	711
Morning Star	143
Morse	6279
Mount Blanc	721
Mount Hope	4850
Mountain Bell	531
Mountain Chief	238
Mount Green, also part in Wasatch County	157
Mountain Green No. 2	401
Mountain Spring	339
Mountain Top, also part in Wasatch County	170
Mountain View	568
Mulkahy	194
Munadore	161
Nachusa	558
Napoleon	731
Naragansett	489

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Narrow Gauge	81
Nellie	712
Nellie Wall	168
Nelson	3100
Nemrod	181
Neptune	361
Nero	192
Nero	589
Nettie	266
Nevin	4785
New Found Treasure	240
New Port No. 1	731
New Port No. 2	731
New Port No. 3	731
Newton	6277
New York	330
New York No. 3	4850
Ney	731
Niagara	700
Ninety Nine	4742
Nora	4898
Norma	4177
Northern Light	4211
Northland	599
North Pole	600
North Star	444
North Star	4720
Notch	3437
O'Brian	50
Occident	121
Odin Mine	5322
Oldham	4970
Olive Branch	226-A
Omega, also part in Wasatch County	510
Ontario	37-A
Ophelia	436

NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

Oregon	348
Orient	120
Orlando	587
Oro	588
Ossian	99
Othello	433
Ottowa	243
Ottumwa	716
Outlet	3075
Overall	378
Overshirt	564
Paloma No. 1	6860
Paloma No. 2	6860
Paloma No. 3	6860
Paloma No. 4	6860
Paloma No. 5	6860
Paloma No. 6	6860
Panama	6688
Pannaeka	718
Park City Consolidated	97
Park View No. 2	3058
Parker	725
Parleys Park	45
Parrot	502
Pat Casey	249
Pauper	2971
Pavia	731
Pay Day	3520
Pearl	723
Peary-Cook	6280
Pelican	492
Phoebe	7006
Phyllis	7006
Pikes Peak	721
Pinafore	505

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Pinyon & Pinyon Extension	42
Pioneer, also part in	
Wasatch County	44
Pioneer Extension No. 3	3306
Pique No. 2	4741
Pique No. 3	4742
Pirate King	580
Plevna	359
Plutus	267
Polygon	723
Pontiac	581
Poor Man	671
Potomac	430
Potosi, also part in Wasatch	
County	3304
Potosie	491
Prospect	490
Protection	3074
Puritan City	471
Putnam	147
Queen	3438
Queen of the Hills	282
Queen of the Hills	4970
Quincy	203
Quinn	501
Racine	234
R.C.C.	4106
Rebecca	119
Rebellion	193
Red Cloud	528
Red Pine	228
Red Warrior	358
Reliance	6906
Remnant	338
Remnant	6182

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Reward	344
Richmond	731
Riel	391
R. K. D.	287
Roamer	337
Roaring Lion	183
Rochester, also part in Wasatch County	508
Romany	336
Rory of the Hill	519
Roscamp	286
Rose Bud, also part in Wasatch County	156
Rose Bud	406
Rosebud No. 2	400
Rosina	63
Ruins of Pompeii	353
Rupert	487
Russian	415
Russian Bear	309
Salient	6659
Samoa	635
Sample	331
Sampson	88
Sampson No. 2	89
Samuel	178
Sandy	154
Sandy Hook	201
San Francisco	6158
San Pedro	6029
Santiago	721
Saratoga	149
Saw Mill	83

NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

Scott	397
Scrap	320-A
Scrap Mill Site	320-B
Sea Foam	407
Second	6155
Seldom Seen No. 1	5591
Seldom Seen No. 2	5591
Seldom Seen No. 3	5591
Seldom Seen No. 4	5591
Seldom Seen No. 5	5591
Seldom Seen No. 6	5591
Seldom Seen No. 7	5591
Seldom Seen No. 8	5591
Seldom Seen No. 9	5591
Seldom Seen No. 10	5591
Senate	235
Separator	6903
Shamus O' Brian	195
Sheridan	340
Sheridan	637
Short Line	343
Show Me	6157
Shurtleff	523
Side Winder	603
Silver Bell	4176
Silver Clift	244
Silver Dollar	566
Silver Hill No. 4	5840
Silver King No. 1	656
Silver King No. 2	657
Silver King No. 3	658
Silver King No. 4	659
Silver Treasure	66
Sitka	721

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Slapjack No. 1	5591
Slapjack No. 2	5591
Sleepy Rock	6486
Snow Slide	3305
Snyder	5629
Solace	350
Solid Muldoon	131
Solo	6711
Sonora, also part in Wasatch County	509
Spring	664
Spring	445
Spring Claim No. 6	4850
Squair Deal	136
Square Deal	6048
Star	720
Star Gazer	111
Starlight	3069
Steamboat	567
Sterling	364
Stewart	392
St. Louis	108
St. Louis	370
Storm King	408
Stormont	437
Storey	362
Stuart	213
Summit	329
Sunlight	3070
Sunnyside Mining Claim	5931
Sunset	705
Sun Set No. 3	707
Superior	87
Svengali	3439
Swisserland	46

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Taft Fractions	6046
Teddy Bears	5914
Thayne	163
Thiers	731
Three Ply	326
Tidal Wave	142
Tiko	5591
Tina	159
Tip Top	312
T. J. Pound	524
Toronto	148
Toulon	721
Trainer	333
Trestle	644
Trey	6030
Triangle	224
Triangle	488
Tribune	525
Trilby	3436
Trump	265-A
Tycoon	141
Tyndall	6280
Uintah	3040
Una	3056
Union Fraction	672
Union	78
U. P. No. 2	724
Union Tunnel Lode No. 2	122
United	92
Ural	732
U. S.	715
Utah Central	3205
Valpariaso	3048
Vermont	105
Vernal	731

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Vesuvius	726
Vicksburg	731
Victoria	432
Walker & Walker Extension	40
Wandover	6485
War Eagle	96
War Eagle No. 2	442
Warren Nos. 1, 2, 3, 4 & 5	6292
Warsaw	721
Wasatch	86
Washington Tunnel Mine	49
Waterloo	731
Webster	723
Wedge	673
West Ontario No. 1	453
West Ontario No. 2	454
West Ontario No. 3	455
West Ontario No. 4	456
Whipple Will	4970
White Bear	310
Whitford	57
White Hawk	4245
White Horse	5074
White Pine Gould & Silver, also part in Wasatch County	65
White Rock	5453
Whitney	6280
Wide West No. 2	153
Wide West No. 2	69-A
Wild Bob	184
Wilfley	6275
Wizard	590
Wizard No. 2	598
Wolverine	232
Woodbine	114

<u>- NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Woodbine No. 2	3051
Woods	381
Yaup	264-A
Zack Chandler	190
Zebra	723
Zenda	3440
Zephyr	439

Marsac Millsite

being a part of Section 16,
Township 2 South, Range 4
East, Salt Lake Meridian,
and more particularly
described as follows:

Beginning at the Northwest Corner
of Marsac Millsite and running
thence South 23° 38' East 360.6 feet;
thence North 66° 34' East 30 feet;
thence South 23° 38' East 50 feet;
thence South 66° 34' West 30 feet;
thence South 23° 38' East 200 feet;
thence North 66° 34' East 50 feet;
thence South 23° 38' East 50 feet;
thence South 66° 34' West 50 feet;
thence South 23° 31' East 100 feet;
thence North 66° 34' East 40 feet;
thence South 23° 31' East 30 feet;
thence South 66° 34' West 40 feet;
thence South 23° 31' East 50 feet;
thence North 66° 34' East 50 feet;
thence South 23° 31' East 25 feet;
thence South 66° 34' West 50 feet;
thence South 23° 31' East 100 feet;

NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

thence North 66° 34' East 25 feet;
thence South 23° 31' East 30 feet;
thence South 66° 34' West 25 feet;
thence South 23° 31' East 20 feet;
thence North 66° 34' East 25 feet;
thence South 23° 31' East 50 feet;
thence South 66° 34' West 25 feet;
thence South 23° 31' East 27.6 feet;
thence North 66° 34' East 80 feet;
thence South 42° 17' East 353.6 feet;
thence South 19° 43' East 440 feet;
thence South 5° 47' East 250 feet;
thence North 66° 22' East 207.6 feet;
thence North 23° 38' West 1106.7 feet;
thence South 66° 34' West 199.8 feet;
thence North 23° 31' West 157.3 feet;
thence South 66° 34' West 30 feet;
thence North 23° 31' West 200 feet;
thence North 66° 34' East 229.1 feet;
thence North 23° 38' West 446.6 feet;
thence North 81° 17' West 355.1 feet
to place of beginning and containing
8.035 acres more or less.

Mayflower No. 7	607
Mayflower No. 5	616
Mayflower No. 4	615
Bird	(422) 432
Equinoctial	642
Francis	4859
Freja	3131
Luck	714
Mayflower No. 1	612
Mayflower No. 3	614
Mayflower No. 6	617

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Mt. Ceniz	534
Snap D & M Group	6487
Weymouth D & M Group	4846
Paloma No. 7	6860
Paloma No. 8	6860
Paloma No. 9	6860
Paloma No. 10	6860
Paloma No. 11	6860
Tallon	6344
Arrowhead	6900
Navy Fraction	036304
Nite	6780
Coste	7151
Herbert Lode	7031
Hoover Lode	7032
Anthony	4647
Cumberland No. 2	500
Nora	4898
Quinn	501
You Bat Your Boots No. 12	375
Austin (Sur. 6212)	473
American Bird	393
Minnie Haha (Not Patented)	411
Highbinder	604
Housatonic	535
Mary Ann	169
Mineral Spring	526
Revised	294
Almy	318
Annex	317
Commandry	355
Fredrick	539
Goodell Millsite	227-B
Kervin	58
May Flower	220-A

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Sag	447.
Maryland (Not Patented)	493
Ajo No. 6 /	6989
Ajo No. 7 /	6989
Ajo No. 8 /	6989
Ajo No. 14, part in Wasatch County, Blue Ledge	6989
Ajo No. 15, part in Wasatch County, Blue Ledge	6989
Ajo No. 21 /	6989
Ajo No. 22 /	6989
Ajo No. 23 /	6989
Beware	5073
Colorado	5073
Lookout	5073
White Horse	5074
Old Judge	246
Tigur	230
Keystone	388
Standard	305
Ocean Wave	387 (amd.)
Bruser	275
Consolidated	304
Progres	306
Block	6211
U. J. Wenner	274
Red Fox	212
Regulator	303
Meno No. 6	278
Silver Key	247
A. Garfield	261
Dr. W. F. Smith	225 (Amd.)
Pine Grove	5055
Fraction	5058
General Dodge (in part)	222
Needle (in part)	5056

BIG COTTONWOOD MINING DISTRICT - SALT LAKE COUNTY, UTAH

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Advance	166
Alcesta	167
Aspoos	296
Aspoos Extension	157
Bullion	172
Corianton	5138
Gates	4204
Granit Mining Claim No. 1	4688
Granit Mining Claim No. 2	4688
Granit Mining Claim No. 3	4688
Granit Mining Claim No. 4	4688
Granit Mining Claim No. 5	4688
Granit No. 6	5124
Granit No. 7	5124
Granit No. 8	5124
Green	4204
Hale	4625
Janette	160
Jimmie Read	5144
Knox	4216
Lady of the Hill	161
Lee	4597
Lit Mining Claim	5387
Lost Maid	170
Lucky John	156
Majestic	4597
Marion	4204
Matella	169
Mayflower	173
McGhie	168
Midland	164
Miners Dream No. 2	158
Montreal, 1/4th interest only	181

NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

Pauper	171
Pioneer	165
Princess Ella, also part in Wasatch County	4686
Princess Ella No. 2, also part in Wasatch County	6273
Princess Ella No. 3, also part in Wasatch County	6274
Roosevelt No. 1	4919
Roosevelt No. 2	4919
Roosevelt No. 3	4919
Roosevelt No. 4	4919
Roosevelt No. 5	4919
Roosevelt No. 6	4919
Roosevelt No. 7	4919
Roosevelt Fraction	4937
Roosevelt Fraction No. 2	5124
Silver Cloud Mining Claim	5124
Silver Cloud No. 2	5123
St. Claire	4597
Sunlight	155
Wedge	159
Wendella	5144
West Extension of the Matella	4602
White Bear	163
White Bear Extension	162
Winona No. 1	5124
Winona No. 2	5124
Jonette	160
Montreal	181
Wedge, also part in Wasatch County - Snake Creek	159
Lucky John	156
Silver Cloud No. 2	5123

BLUE LEDGE MINING DISTRICT - WASATCH COUNTY, UTAH

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Alladin	69
Allison	186
Argus	164
Bandana	160
Banister	93
Bird's Eye	6755
Birdseye No. 2	7022
Boulder	88
Boulder No. 3	90
Buckeye	6703
Buckeye No. 2	6703
Buckeye No. 3	6703
Bullseye No. 3	7005
Caledonia	146
Caledonia No. 2	163
Clara	39-A
Clara Millsite	39-B
Colorado	78
Curtis	189
Daniel O'Connell, also part in Summit County	92
Ebenezer	212
Ely No. 1 Amended	6707
Ely No. 2 Amended	6707
Ely No. 3 Amended	6707
Emma	38
Erie	64
Fairmount	105
Flora McDonald	140
Gazelle	6753
Gnats Eye	7009
Hampton	133

NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

Hawkeye	40	
Hawkeye No. 2	85	
Idabelle	52	
Ida Bell No. 2	89	
Indian Queen	48	
Iron Horse, also part in Summit County	110	
Island	7008	
I.X.L.	86	
James Thompson	3426	
James Thompson No. 2	3427	
Joe Walker	51	
Jones	46	
Jones Mine No. 2	63	
Kate Walker	50	
Lady of the Lake	42	
Lowell Mine & Co.	41	
McHenry	37	
McHenry No. 2	49	
May Fly	71	
Mohawk	62	
Montana	183	
Morton	156	
Murray	158	
Mail Driver	70	
Nevada	96	
North Dakota	185	
Obediah	2959	
Pioche No. 2, 3/4ths interest only	172	David Keith, Jr. 1/2
Pioche No. 3, 3/4ths interest only	173	"
Pioche No. 4, 3/4ths interest only	174	"
Pioche No. 7, 3/4ths interest only	175	"
Pioche No. 8, 3/4ths interest only	176	"
Pioche No. 9, 3/4ths interest only	177	"
Pioche No. 10, 3/4ths interest only	178	"

NAME OF MINING CLAIM OR MILLSITELOT OR SURVEY NUMBER

Pioche No. 11, 3/4ths interest only	179	David Keith, Jr. $\frac{1}{2}$
Pioche No. 12, 3/4ths interest only	180	"
Pioche No. 14, 3/4ths interest only	181	"
Pocotello	57	
Rattler	153	
Rattler No. 2	154	
Red Cloud	139	
Red Cloud No. 2	141	
Red Cloud No. 3	142	
Red Cloud No. 4	143	
Ruby	209	
Side Hill	145	
Silver Hill	47	
Silver King	162	
South Dakota	184	
South West Bonanza	94	
Teddy No. 1	6058	
Teddy No. 2	6058	
Thurman	155	
Utah	68	
Utah Terra	159	
Walker	58	
Washington	182	
White Pine Gould & Silver	65	
Wilson & Barrett	53	
Worlds Wonder	119	
Poton	3304	
Nondescript	157	
Ophir (Not Patented)	5120	
Oregon	3775	
Ozark No. 2	5262	
Reliance	5262	
Troy	5262	
Tryangle (Not Patented)	5119	

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
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Bay Horse No. 2	546
Columbus	6049
Connelly (1/16th interest only)	208
Gresham	110
Horse Shoe	547
Jesse	545
Michael Davitt	511
Minni Sink	512
Ogden	148
Lillie of the West (Not Patented)	514
Mary Ellen	79
Ajo No. 14, also part in Summit County - Uintah	6989
Ajo No. 15, also part in Summit County - Uintah	6989

SNAKE CREEK MINING DISTRICT - WASATCH COUNTY, UTAH

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Addie, also part in Summit County	158
Alger	111
Arthur	65
Autumnal	89 Amd.
Ax, also part in Summit County	6902
Black Jack	4745
Boulder	140
Bunker	156
Bunker Lode No. 2	152
Catch All	124
Cold Spring	132
Contact	70
Crete	3301
Daylight	136
Dick	3282
Enterprise	115
Evangeline, also part in Summit County	507
Flat Iron	5035
Focus	88
Forest	90
Frank and Roy, also part in Summit County	63
Grand Deposit	77
Grace	143
Great Western	138
Hard Tack	131
Harrison	144
Harry	3281
Henrietta	64
Hoover	6984
Horn Silver	5398

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Iron Clad	83
Iron Clad No. 2	82
J. I. C.	155
J. I. C. No. 2 Extension	153
Jim Blaine	74
Judge	86
Kalamazoo	61
Kilkenny Mining Claim	4616
Kilkenny No. 2	4918
King Solomon	141
Knickerbocker	116
Lake	139
Little Ned	85
Lode Line, also part in Summit County	3303
London	135
Lone Tree	120
Lost Lode	3308
Lucky Jim	403
Mabel	67
Mananactor	130
Mary Ellen	84
Marvle	3299
McKinley	112
Midget Fraction	56
Minnesota	48
Minnesota Extension	76
Mocking Bird	4666
Monroe	3298
Monta & Neddle	42
Mountain Green	157
Mountain Top	170
Mount Vernon No. 1	47
Mount Vernon No. 2	46

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
Nile	3301
Nip & Tuck	114
Occident	69
Occidental	117
Old Arm Chair	113
Oldham	119
Oldham	126
Omega, part in Summit County	510
Oregon	133
Orient	68
Oriental	3301
Pioneer	44
Plumed Knight	147
Plutonic	94
Point Junction	125
Potosi, also part in Summit County	3304
Princess Ella, also part in Salt Lake County	4686
Princess Ella No. 2, also part in Salt Lake County	6273
Princess Ella No. 3, also part in Salt Lake County	6274
Quinn No. 2	87
Red Oxyd	122
Rochester	73
Rochester, also part in Summit County	508
Rose Bud	156
Silver Bar	137
Silver Bond	123
Silver Rink	91
Sonora, also part in Summit County	509

<u>NAME OF MINING CLAIM OR MILLSITE</u>	<u>LOT OR SURVEY NUMBER</u>
State of Main	81
Steuben	62
Sultan	3301
Sultana	3301
Sunday	154
Tom	3280
War Eagle	96
Warm Spring	134
Whippurwill	4666
Wide West No. 1	145
Wide West No. 2	146
Winter Green	157
Woodpecker	118
Euclid (Not Patented)	78
Wedge, also part in Salt Lake County - Big Cottonwood	159
Black Jack	4745

UNPATENTED LODGE MINING CLAIMS

All of the right, title and interest of UPC in and to all minerals situated in, upon or under the following described unpatented lode mining claims situated in the Uintah Mining District, Summit County, Utah together with the right to enter upon the surface and to utilize the same for all purposes in connection with or related to mining, removal and sale of such minerals, subject however to the further provisions of this Exhibit set forth in the section entitled "RIGHT OF UPC TO DISPOSE OF PROPERTY INTERESTS".

NOTICE OF LOCATION RECORDED
IN THE OFFICE OF THE COUNTY
RECORDER OF SUMMIT COUNTY,
UTAH AT

<u>NAME OF CLAIM</u>	<u>BOOK</u>	<u>PAGE</u>
JO No. 11	9	4
JO No. 12	9	4
JO No. 13	9	3
JO No. 27	9	3
Artabon		
J		
JIC #2		
Rockne		
United Park Fraction No. 2		
United Park Fraction No. 3		
United Park Fraction No. 7		
Captain H.	5	497
JO Nos. 6-15, Both Incls.		
JO. Nos. 20-27 Incls.		
Moose No. 7	5	12
Moose No. 8	5	111
Sun.	3	498
Tate	5	9
Tate No. 2	5	110
AJO. No. 9	5	234
AJO. No. 10, part in Wasatch County	5	235
AJO. No. 13, part in Wasatch County	5	236
AJO. No. 24, part in Wasatch County	5	238

All of the right, title and interest of UPC in and to all minerals situated in, upon or under the following described unpatented lode mining claims situated in the Big Cottonwood Mining District, Salt Lake County, Utah together with the right to enter upon the surface and to utilize the same for all purposes in connection with or related to mining, removal and sale of such minerals, subject however to the further provisions of this Exhibit set forth in the section entitled "RIGHT OF UPC TO DISPOSE OF PROPERTY INTERESTS".

NOTICE OF LOCATION RECORDED
IN THE OFFICE OF THE COUNTY
RECORDER OF SALT LAKE
COUNTY, UTAH AT

NAME OF CLAIM

BOOK

PAGE

Brite

Lit No. 2

Lulu

W

960

159

460

All of the right, title and interest of UPC in and to all minerals situated in, upon or under the following described unpatented lode mining claims situated in Blue Ledge Mining District, Wasatch County, State of Utah together with the right to enter upon the surface and to utilize the same for all purposes in connection with or related to mining, removal and sale of such minerals, subject however to the further provisions of this Exhibit set forth in the section entitled "RIGHT OF UPC TO DISPOSE OF PROPERTY INTERESTS".

NOTICE OF LOCATION RECORDED
IN THE OFFICE OF THE COUNTY
RECORDER OF WASATCH COUNTY,
UTAH AT

<u>NAME OF CLAIM</u>	<u>BOOK</u>	<u>PAGE</u>
Island No. 2	8	276
AJO. No. 10, part in Summit County	5	235
AJO. No. 11	5	235
AJO. No. 12	5	235
AJO. No. 13, part in Summit County	5	236
AJO. No. 24, part in Summit County	5	238
AJO. Nos. 25-27 Incls.	5	239
Bob	8	523
Bob No. 1	8	523
Bond	8	365
Drum No. 1	8	284
Drum No. 2	8	284
Drum No. 3	8	285
Drum No. 4	8	285
Drum No. 5	8	285
Eve	8	553
Wave	8	364
Ape	8	264
Artic		
Delta	9	82
United Park Fraction No. 1	65	267
United Park Fraction No. 4	5	266
United Park Fraction No. 5	5	265
United Park Fraction No. 6	65	264
United Park Fraction No. 8	65	263
United Park Fraction No. 9	65	262

FEE LANDS

All of the right, title and interest of UPC in and to all minerals situated in, upon or under the following described real property situated in the Uintah Mining District, Summit County, Utah together with the right to enter upon the surface and to utilize the same for all purposes in connection with or related to mining, removal and sale of such minerals, subject however to the further provisions of this Exhibit set forth in the section entitled "RIGHT OF UPC TO DISPOSE OF PROPERTY INTERESTS".

North 1/2 and the Southwest quarter (SW $\frac{1}{4}$) of Section 1, T. 2 S., R. 4 E., SLM.

That part of the West Half (W $\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$); North Half (N $\frac{1}{2}$) of the Southeast quarter (SE $\frac{1}{4}$); and that part of the Northeast quarter (NE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section 2, T. 2 S., R. 4 E., SLM.

All of the Southeast quarter (SE $\frac{1}{4}$) of Section 8, T. 2 S., R. 4 E., S.L.B.&M., except 5.0 acres occupied by the Glenwood Cemetery beginning at the Southeast corner of Section 8 and running West 435.6 feet; thence North 500.0 feet; thence East 435.6 feet; thence South 500.0 feet to the place of beginning.

The Southwest quarter (SW $\frac{1}{4}$) of Section 9, T. 2 S., R. 4 E., SLM.

North Half (N $\frac{1}{2}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section 9, T. 2 S., R. 4 E., SLM. Less 4 acres deeded to U.P.R.R. Co.

Beginning at the Northwest corner of the Northeast quarter (NE $\frac{1}{4}$) of Section 9, T. 2 S., R. 4 E., SLM, and running thence due South

along the West boundary line of the Northeast quarter ($NE\frac{1}{4}$) of said Section 9, 169.5 feet to the Northwest corner of said tract; thence East 1895 feet to the Northwest boundary line of the Broadwater Mills Co. property; thence South 1150.5 feet to the South boundary line of the North Half ($N\frac{1}{2}$) of the Northeast Quarter ($NE\frac{1}{4}$) of said Section 9; thence West 1895 feet to the West boundary line of the Northeast quarter ($NE\frac{1}{4}$) of said Section 9; thence North along said line 1150.5 feet to the Northwest corner of said tract; thence North 169.5 feet to the place of beginning. Contains approximately 50.05 acres.

West Half ($W\frac{1}{2}$) of the Southeast quarter ($SE\frac{1}{4}$) and Lots 7 and 12 of Section 15, T. 2 S., R. 4 E., SLM.

Lots 1, 2, 3, 4, 12 and 27 of Section 22, T. 2 S., R. 4 E., SLM.

A strip 100 feet wide in Northwest quarter ($NW\frac{1}{4}$) of the Northeast quarter ($NE\frac{1}{4}$) of Section 22, T. 2 S., R. 4 E., SLM.

Beginning at a point North 231.33 feet from the Southeast corner of the Southwest quarter ($SW\frac{1}{4}$) of the Northeast quarter ($NE\frac{1}{4}$) of Section 16, T. 2 S., R. 4 E., SLM; thence South $65^{\circ} 49'$ West 56.38 feet; thence South $24^{\circ} 11'$ East 28.28 feet; thence North $72^{\circ} 39'$ West 143 feet; thence North 69° East 109.1 feet to Post 2 of the Kidder Tract; thence North 165 feet to Post 3 of the Kidder Tract; thence North $34^{\circ} 35'$ West 376 feet to the Southerly corner

of the Utah Coal and Supply Company Tract; thence North 58° 02' East 67.3 feet; thence North 31° 58' West 682.4 feet; thence South 58° 02' West 275 feet to the East boundary of the 100 foot right of way of the Echo and Park City Branch line of the Union Pacific Railroad; thence Northwesterly along said East boundary of said right of way to its intersection with the North boundary of said Section 16; thence along said North boundary East 1582.8 feet, more or less, to the Northeast corner of the Northwest quarter (NW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of said Section 16; thence South 2408.67 feet to a point of beginning, containing approximately 45.5 acres; also beginning at a point North 50 feet from the Southeast corner of the Southwest quarter (SW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section 16, T. 2 S., R. 4 E., SLM; thence North 43.97 feet; thence North 66° 11' West 142.63 feet; thence South 31° 58' East 119.75 feet; thence East 67.1 feet to beginning, containing approximately 0.144 acres.

Lots 1, 8 and 9 of Section 17, T. 2 S., R. 4 E., SLM. Also the Northwest quarter (NW $\frac{1}{4}$), Northwest quarter (NW $\frac{1}{4}$) Section 16, T. 2 S., R. 4 E., SLM.

That ground in the Southwest quarter (SW $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) of Section 9, T. 2 S., R. 4 E., deeded to United Park City Mines Company by Wm. P. Hanley and Robert M. Hanley December 12, 1961 (corrected description October 31, 1968) and described under the adjusted description as: Starting at a point approximately 227 feet North and along the section line

from the Southwest quarter ($SW\frac{1}{4}$) of Section 9, T. 2 S., R. 4 E., thence North 80° East 650 feet; thence North 75° East 382 feet; thence South 26° East 488.14 feet; thence West along the section line 1223.10 feet to the Southwest corner of Section 9; thence due North 227 feet to the point of beginning. Also, a second parcel of land starting at a point approximately 273 feet North of and along the section line from the Southwest corner of Section 9, T. 2 S., R. 4 E., thence North along the section line 322 feet; thence North 68° East 524 feet; thence East 349.79 feet; thence South 26° East 343 feet; thence South 76° West 369 feet and thence South 76° West 639.45 feet to the point of origin.

Mineral Rights - Clark Ranch - Section 2, T. 2 S., R. 4 E., SLM. Southeast quarter ($SE\frac{1}{4}$) of Southwest quarter ($SW\frac{1}{4}$) and South Half ($S\frac{1}{2}$) of Southeast quarter ($SE\frac{1}{4}$); Section 11, T. 2 S., R. 4 E., North Half ($N\frac{1}{2}$) of Northeast quarter ($NE\frac{1}{4}$), SLM. Section 12, T. 2 S., R. 4 E., SLM, East Half ($E\frac{1}{2}$) of Northwest quarter ($NW\frac{1}{4}$) and Southwest quarter ($SW\frac{1}{4}$) of Northwest quarter ($NW\frac{1}{4}$) and the Northwest quarter ($NW\frac{1}{4}$) of Southwest quarter ($SW\frac{1}{4}$).

Northwest quarter ($NW\frac{1}{4}$) of the Northwest quarter ($NW\frac{1}{4}$), Section 12, T. 2 S., R. 4 E., SLM.

Isolated Tracts in T. 2 S., R. 4 E., SLM; Section 18, Lots 23, 24 and 25; Section 19, Lots 22 and 23; Section 22, Lot 28; Section 28, Lots 10 and 11; Section 29, Lot 10.

All of the right, title and interest of UPC in and to all minerals situated in, upon or under the following described real property situated in the Blue Ledge Mining District, Wasatch County, Utah together with the right to enter upon the surface and to utilize the same for all purposes in connection with or related to mining, removal and sale of such minerals, subject however to the further provisions of this Exhibit set forth in the section entitled "RIGHT OF UPC TO DISPOSE OF PROPERTY INTERESTS".

The Southeast quarter (SE $\frac{1}{4}$) of Section 24, T. 2 S., R. 4 E., SLM, except a piece beginning 437.8 feet North of the Southwest corner of the Southeast quarter (SE $\frac{1}{4}$) of said section; thence North 63° 30' East 721.1 feet; thence North 10° 11' West 1667.1 feet; thence South 63° 30' West 391.9 feet; thence South 1787.6 feet.

All of Lots 1, 5 and 6 in Section 24, T. 2 S., R. 4 E., except that portion of Lot 6 described as follows: Beginning at a point 450 feet North of the Southeast (SE) corner of the Northeast quarter (NE $\frac{1}{4}$) of Section 24, T. 2 S., R. 4 E., SLM, and running North 330 feet along the section line; thence West 330 feet; thence South 330 feet; thence East 330 feet to the point of beginning, being a part of Lot 6 in the Northeast quarter (NE $\frac{1}{4}$) of Section 24.

Lot No. 7, Southeast quarter (SE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$); South Half (S $\frac{1}{2}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section 7, T. 3 S., R. 4 E., SLM.

Isolated Tracts in T. 2 S., R. 4 E., SLM: Lot 12, Section 23; Lot 22, Section 27.

SURFACE MINING INSTALLATIONS

All of the right, title and interest of UPC in and to the surface of the following described patented lode mining claims, portions of patented lode mining claims and other real property situated in the Uintah Mining District, Summit County, Utah, together with all of the structures, improvements and facilities presently situated thereon:

JUDGE PORTAL (ANCHOR TUNNEL) MINING RESERVATION

SUMMIT COUNTY

<u>CLAIM NAME</u>	<u>SURVEY NUMBER</u>	<u>ACRES</u>
Ape Easterly 750 ft.	421	3.44
Bird Easterly 475 ft.	422	2.18
Freja (All)	3131	2.85
Housatonic (All)	535	4.54
M.C. Easterly 719.3 ft.	363	3.302
Mont Cenis (All)	534	1.237
O'Brian Northerly 800 ft.	50	1.391
Prinz Oscar of Sweden (All Surface Lease)	76	3.69
Silver Treasure Westerly 1102.2 ft.	66	<u>3.104</u>
	TOTAL	25.734

All of the right, title and interest of UPC in and to all minerals situated in, upon or under the following described real property situated in the Snake Creek Mining District, Wasatch County, Utah together with the right to enter upon the surface and to utilize the same for all purposes in connection with or related to mining, removal and sale of such minerals, subject however to the further provisions of this Exhibit set forth in the section entitled "RIGHT OF UPC TO DISPOSE OF PROPERTY INTERESTS".

All of the Northeast quarter (NE $\frac{1}{4}$) of Section 18, T. 3 S., R. 4 E., SLM, excepting beginning at a point 478.6 feet North of the Southwest corner of the Northwest quarter (NW $\frac{1}{4}$) of Section 17, in Township 3 South of Range 4 East of Salt Lake Meridian; and running thence West 82.0 feet; thence North 340.0 feet; thence East 82.0 feet; thence South 340.0 feet to the place of beginning. Snake Creek Tunnel Area.

THAYNES SHAFT MINING RESERVATION
SUMMIT COUNTY
(SKI RUNS ON THIS GROUND)

Beginning at a point which is North 79°34'20.49" East
2,859.08 feet from the section corner common to the
Southwest corner of Section 19 and the Northwest
corner of Section 30, Township 2' South, Range 4 East,
Salt Lake Meridian;
thence North 03°37' West 391.242 feet;
thence North 84°58'40" East 178.592 feet;
thence North 00°05' West 400.00 feet;
thence North 00°46'34" East 99.60 feet;
thence North 26°08' East 662.60 feet;
thence South 89°01' East 430.00 feet;
thence North 26°08' East 80.00 feet;
thence North 85°49' East 695.00 feet;
thence South 26°15'29" West 1,503.79 feet;
thence South 05°30'1.75" East 949.015 feet;
thence South 50°07'47" West 1,260.00 feet;
thence North 39°00' West 522.33 feet;
thence South 50°00' West 1,050.51 feet;
thence North 39°30' West 659.89 feet;
thence North 50°07'47" East 1,941.90 feet
to the point of beginning.

*

JUDGE SHAFT MINING RESERVATION

SUMMIT COUNTY

<u>CLAIM NAME</u>	<u>SURVEY NUMBER</u>	<u>ACRES</u>
Abby Westerly 945.1 ft.	165	4.334
Great Basin Easterly 505.6 ft.	395	2.252
Great Basin No. 2 Westerly 237 ft.	396	0.868
Jubilee Southerly 103.1 ft.	4137	0.334
Lady Morgan Westerly 250 ft.	164	0.593
Little Edith (All)	410	1.81
Little Helen Westerly 743.9 ft.	409	0.580
Marshall Easterly 1054.6 ft.	398	4.836
Marshall No. 2 Easterly 761.5 ft.	399	1.249
Mary Ann (All)	169	3.00
Tina Easterly 1007.4 ft.	159	3.361
Scott Westerly 370.3 ft.	397	<u>1.70</u>
	TOTAL	24.917

ONTARIO NO. 3 SHAFT MINING RESERVATION
SUMMIT COUNTY

Beginning at a point identified as the southwest corner of section 22,
T2S, R4E, SLM;

Thence:

N 00°-37'-8"E	981.877'	
S 89°-54'-00"W	625.992'	To an Intersection on East Sideline of Epperson 54
S 44°-00'-00"W	604.831'	Corner 1 of Epperson 54
N 46°-00'-00"W	200.00'	Corner 2 of Epperson 54
N 43°-59'-58"E	30.815'	An Intersection on South Sideline of Lizzie 4864
N 81°-37'-00"W	277.613'	On South Sideline of Lizzie 4864
N 61°-20'-1"W	68.644'	On North Sideline of Fountain 302-A
S 89°-30'-00"W	410.35'	On South Sideline of Centennial Ledge 85
N 61°-20'-00"W	26.10'	Corner 2 of Fountain Lode 302
S 30°-40'-00"W	200.14'	Corner 2 of Know You Dont 354
S 61°-19'-51"E	4.675'	Along West Sideline of Know You Dont 354
S 30°-54'-00"W	164.627'	to Corner 1 of Know You Dont 354
		To West Sideline of Bryan Lode 4107
		Along West Sideline of Bryan Lode 4107
		to an Intersection with North Sideline of Quinn 62
S 79°-59'-59"E	439.058'	Corner 4 of Quinn 62
S 10°-00'-00"W	200.00'	Corner 3 of Quinn 62
N 80°-00'-1"W	114.080'	Along South Sideline of Quinn 62 to Intersect North Sideline of Chapter 335-A
S 85°-06'-00"W	561.616'	Corner 4 of Chapter 335-A
S 36°-00'-00"E	1,631.88'	
N 88°-39'-00"E	51.674'	Along North Side of Newly Constructed Highway to Brighton
S 60°-44'-48"E	227.278'	Along North Side of Newly Constructed Highway to Brighton
S 63°-08'-00"E	205.30'	Along North Side of Newly Constructed Highway to Brighton
S 71°-41'-15"E	149.425'	Along North Side of Newly Constructed Highway to Brighton
S 63°-40'-57"E	103.00'	Along North Side of Newly Constructed Highway to Brighton
S 72°-06'-10"E	88.884'	Along North Side of Newly Constructed Highway to Brighton
S 46°-38'-38"E	206.482'	Along North Side of Newly Constructed Highway to Brighton
S 40°-01'-53"E	187.27'	Along North Side of Newly Constructed Highway to Brighton
S 88°-01'-42"E	88.021'	Along North Side of Newly Constructed Highway to Brighton
N 53°-36'-2"E	127.111'	Along North Side of Newly Constructed Highway to Brighton

N 88°-49'-9"E	180,548'	Along North Side of Newly Constructed Highway to Brighton
S 72°-45'-8"E	272,237'	Along North Side of Newly Constructed Highway to Brighton
N 68°-01'-1"E	79,518'	Along North Side of Newly Constructed Highway to Brighton
N 04°-46'-45"W	30,591'	Along North Side of Newly Constructed Highway to Brighton
N 49°-14'-45"W	172,656'	Along North Side of Newly Constructed Highway to Brighton
N 58°-38'-00"W	199,027'	Along North Side of Newly Constructed Highway to Brighton
Due North	1,483,885'	To Point of Beginning

TOTAL ACRES IN TRACT

98,1447 ACRES

ONTARIO NO. 6 MINING RESERVATION

Beginning at a point which is North 66°27'07" East
 1,768.88 feet from the Southwest corner of Section
 22, Township 2 South, Range 4 East, Salt Lake Meridian;
 thence West 600 feet;
 thence South 350 feet;
 thence East 600 feet;
 thence North 350 feet to the point of beginning.

DALY WEST MINING RESERVATION

SUMMIT COUNTY

<u>CLAIM NAME</u>	<u>SURVEY NUMBER</u>	<u>ACRES</u>
Abby Easterly 563.8 ft.	405	0.939
Alice Ryan Westerly 450 ft.	202	2.066
American Bird (All)	393	3.451
Bonny Ida Westerly 610.5 ft.	152	0.701
Euphrates Easterly 350 ft.	377	0.671
Grizzley Easterly 842.55 ft.	365	0.967
Highbinder (All)	604	0.432
Lizarena Easterly 365.6 ft.	369	1.42
Revised (Amd.) (All)	294	1.926
Sandy Hook Westerly 530 ft.	201	2.433
You Bet Your Boots No. 12 (All)	375	<u>4.82</u>
	TOTAL	19.826

SILVER KING SHAFT MINING RESERVATION
(TENTATIVE)
SUMMIT COUNTY

<u>CLAIM NAME</u>	<u>SURVEY NUMBER</u>	<u>APPROX. ACRES</u>
Una	3056 All	10.3
San Joaquin	257 All	6.7
Jeremiah	313 All	4.6
Tenderfoot	225 All	6.8
Woodside Extension	254 All	6.8
Jennie Lind	708 All	7.4
Pay Day	3520 All	0.5
Samoa	635 All	0.5
North Pole	600 All	6.7
Engineer	3441 All	6.25
Mayflower No. 7	607 All	6.1
Mayflower No. 5	616 All	4.6
Northland	599 Northerly 1185.3'	3.5
Silver King No. 1	656 Easterly 520'	0.85
Silver King No. 2	657 Easterly 500'	0.5
Silver King No. 3	658 Easterly 520'	2.4
Francis	4859 All	0.1
Wedge - S 1/2	673 All	<u>0.4</u>
TOTAL APPROXIMATE ACRES		73.9

SILVER KING CONSOLIDATED
(SPIRO) TUNNEL MINING RESERVATION

SUMMIT COUNTY

Beginning at a point located 2,037.59'N 89°-25'-00"W of
the northwest corner of the southwest quarter of section
9, T2S, R4E, SLM;

Thence:

S 23°-59'-59"W	168.891'
S 12°-45'-27"W	54.342'
S 02°-38'-33"W	65.069'
S 23°-11'-55"E	38.079'
S 40°-54'-52"E	31.989'
Due East	758.713'
S 00°-30'W	758.661'
Due West	320.70'
Due North	100.178'
N 89°-45'W	992.174'
N 00°-52'-41"E	991.744'
S 89°-25'-00"E	593.34'

To Point of Beginning

TOTAL ACREAGE IN TRACT

24.6631 ACRES

SILVER KING LOWER TERMINAL MINING RESERVATION

SUMMIT COUNTY

Beginning north 28°-50'W, 79.5 feet from the southwest corner
of block 53 S. A.;

Thence:

28°-50'W	236.0'	
N 63°-42'E	171.1'	
S 35°-58'E	4.8'	
S 38°-27'E	200.5'	
S 64°-11'W	17.0'	
S 28°-50'E	30.0'	
S 61°-10'W	133.9'	To Point of Beginning

Also, a strip of land 30 feet wide front and rear extending easterly
from Park Ave. (R.O.W.)

TOTAL ACREAGE IN TRACT

.79 ACRES

ONTARIO MILLSITE MINING RESERVATION

SUMMIT COUNTY

Beginning at the Northeast corner of Section 21, Township 2 South, Range 4 East, Salt Lake Meridian;
thence South $89^{\circ}57'$ West 330.00 feet;
thence South $14^{\circ}02'$ West 535.40 feet;
thence East 447.023 feet;
thence North $01^{\circ}24'41''$ East 519.867 feet
to the point of beginning.

MARSAC MILLSITE MINING RESERVATION
(PARK CITY - INSIDE)
SUMMIT COUNTY

Beginning at the Northeast corner of Section 21, Township 2 South, Range 4 East, Salt Lake Meridian;
thence South 89°57' West 198.60 feet;
thence North 15°03' West 264.60 feet;
thence North 15°03' West 285.40 feet;
thence North 05°47' West 250.00 feet;
thence North 19°43' West 440.00 feet;
thence North 42°17' West 353.00 feet;
thence North 66°34' East 220.00 feet;
thence South 23°29'51" East 1,388.10 feet;
thence South 00°30' West 290.00 feet
to the point of beginning.

ADDENDUM TO THAYNES SHAFT AREA MINING RESERVATION

SUMMIT COUNTY

Beginning at a point located S 89°-45'E and 2,200.00 feet from
the section corner common to sections 19 and 30, T2S, R4E, SLBM;

Thence:

S 50°-45'W	1,134.46'	
S 39°-30'E	659.889'	
N 50°-00'E	1,050.51'	
S 39°-00'E	522.33'	
N 49°-30'E	1,280.62'	
N 41°-00'W	160.025'	
S 77°-30'W	259.909'	
S 86°-00'W	539.842'	
N 2°-30'W	400.169'	
S 87°-30'W	99.9718'	
N 4°-00'W	210.087'	
S 50°-45'W	799.616'	To Point of Beginning

TOTAL ACREAGE IN TRACT

39.4797 ACRES

KEYSTONE TUNNEL AREA MINING RESERVATION

SUMMIT COUNTY

Beginning at a point located S 55°-15'W and 3,485.00 feet from
the corner common to section 19, 20, 30 and 29, T2S, R4E, S1E4;

Thence:

N 55°-00'W	800.00'	
S 35°-00'W	500.00'	
S 55°-00'E	800.00'	
N 35°-00'E	500.00'	To Point of Beginning

TOTAL ACREAGE IN TRACT

9.183 ACRES

JUPITER TUNNEL AREA MINING RESERVATION

SUMMIT COUNTY

Beginning at a point N 72°-00'E and 1,810 feet from the corner common to sections 30 and 31, T2S, R4E, S1E4;

Thence:

N 42°-30'E	799.957'	
N 33°-00'W	740.142'	
S 70°-00'W	430.063'	
S 15°-00'W	502.975'	
S 34°-30'E	700.863'	To Point of Beginning

TOTAL ACREAGE IN TRACT

15.04 ACRES

WEST OF TRAMWAY UNLOADING TERMINAL
MINING RESERVATION
SUMMIT COUNTY

Beginning at a point approximately 553.90 feet and S 89°-15'W of
the southeast corner of the southwest quarter of the northeast
quarter of section 16, T2S, R4E, SLBM;

Thence:

N 31°-48'W	181.098'	
N 55°-53'E	118.845'	
S 28°-50'E	195.483'	
S 60°-30'-01"W	99.785'	
S 89°-15'-01"W	605.684'	To Point of Beginning

TOTAL ACREAGE IN TRACT

.497 ACRES

All of the right, title and interest of UPC in and to the surface of the following described patented lode mining claims, portions of patented lode mining claims and other real property situated in the Blue Ledge Mining District, Wasatch County, Utah, together with all of the structures, improvements and facilities presently situated thereon:

KEETLEY MINING RESERVATION
WASATCH COUNTY

Beginning at a point located 2,777.54' and N 00°-01'-15.65"W of the southwest corner of the southeast quarter of section 24, T2S, R4E, SLM;

Thence:

Due East	765.00'	To corner 1 of Allison 186
Due South	185.00'	
Due East	510.00'	
N 46°-25'-00"E	134.27'	
N 59°-50'-00"E	213.77'	
N 33°-20'-00"E	154.26'	
N 21°-35'-00"E	179.28'	
N 68°-40'-00"E	74.57'	
N 52°-45'-00"E	64.64'	
N 27°-30'-00"E	129.43'	
N 15°-55'-40"E	135.84'	
Due East	700.00'	
N 00°-08'-56"W	157.03'	
Due West	315.361'	
Due North	720.00'	
Due West	1,000.00'	
Due South	360.00'	
Due West	498.91'	
N 87°-30'-00"W	1,500.00	Corner 2 of Morton 156
N 72°-30'-00"W	756.475'	Corner 2 of Thurman 155
S 09°-45'-00"E	1,325.45'	
S 83°-56'-00"E	1,191.17'	To Point of Beginning

TOTAL ACREAGE IN TRACT 99.6777

Less:

Railroad Right of Way	4.1320
Mountain Fuel Supply	
Easement	<u>0.2410</u>

TOTAL NET ACRES 95.3047

SNAKE CREEK TUNNEL MINING RESERVATION

WASATCH COUNTY

All of the northeast quarter of section 18, T3S, R4E, SLM, except beginning at a point 478.6 feet north of the southwest corner of the northwest quarter of section 17, T3S, R4E, SLM;

Thence:

Due West	82.0'	
Due North	340.0'	
Due East	82.0'	
Due South	340.0'	To Point of Beginning

TOTAL ACREAGE IN TRACT

159.36 ACRES

RICHARDSON FLAT MINING RESERVATION
SUMMIT COUNTY

Beginning at a point which is North 89°30' West 1,100 feet from the corner common to the Northwest corner of Section 1 and the Northeast corner of Section 2, Township 2 South, Range 4 East, Salt Lake Meridian;
thence South 4°20' West 185.433 feet;
thence South 00°30' East 1,098.06 feet;
thence South 6°00' East 100.328 feet;
thence South 09°00' East 65.2301 feet;
thence South 12°25' East 105.401 feet;
thence South 16°00' East 60.2457 feet;
thence South 18°30' East 90.3852 feet;
thence South 22°25' East 80.3641 feet;
thence South 27°10' East 85.4125 feet;
thence South 29°20' East 80.3984 feet;
thence South 33°10' East 90.4667 feet;
thence South 37°30' East 100.539 feet;
thence South 42°00' East 80.4457 feet;
thence South 44°20' East 80.4521 feet;
thence South 49°00' East 80.4627 feet;
thence South 51°50' East 80.4676 feet;
thence South 54°30' East 80.4712 feet;
thence South 59°00' East 85.5046 feet;
thence South 62°30' East 90.5353 feet;
thence South 65°40' East 75.4454 feet;
thence South 68°50' East 80.4729 feet;
thence South 73°00' East 110.643 feet;
thence South 77°10' East 875.005 feet;
thence South 89°30' East 1,905.04 feet
to the center of Section 1, Township 2 South, Range 4 East, Salt Lake Meridian; thence North 2,692.58 feet to the Northeast corner of the Northwest Quarter of said Section 1; thence North 89°30' West 3,764.95 feet to the point of beginning. Subject, always, to the lease of some or all of such real property by UPC to Calumet Silver Mining Co., Inc. dated March 27, 1970 and supplemented April 13, 1970, and reserving to UPC from such lease all rents, royalties and other sums of money due or to become due and conveying to Park City Ventures all other rights and interests of UPC under such lease.

PERSONAL PROPERTY AND IMPROVEMENTS

All of the right, title and interest of UPC in and to the following described improvements, facilities and personal property heretofore used by UPC or its predecessors in its mining operations upon properties of UPC:

ONTARIO LOADING STATION IN PARK CITY

<u>Number</u>	<u>Item</u>
1	Lower Terminal Bldg. & Loading Station, 44 Yrs. old - no practical value
1	Aerial Tramway, 60% in Park City, incl. 8 towers, 44 Yrs. old (Upper terminal burned, reducing lower terminal to salvage value
1	Old Ontario loading station Misc. junk equipment transferred from other locations

SILVER KING UNIT - LOADING STATION IN PARK CITY

1	Lower tram terminal and loading station
1	Part of aerial tram in Park City, salvage value
1	Coal elevator - salvage value

SILVER KING UNIT - LOADING STATION IN PARK CITY - Cont'd

<u>Number</u>	<u>Item</u>
1	Boiler house - frame 30' x 14'
1	Hoist house 10' x 10'
1	Barn, storeroom 28' x 15'

ONTARIO UNIT - SUMMIT COUNTY

7	Eimco muckers - various ages
1	Hoist, var. speed, 40 HP - 47 Yrs. old
1	Hoist, var. speed, 60 HP - 47 Yrs. old
1	Stearns-Roger hoist, 75 HP, #5 shaft
22	40 Cu. ft. ore cars
30	Mine cars
13	Tugger hoists
1	2600' 3-conductor 2/0 power cable in Pocatello Churn-drill hole
1	5500' 20# track, 1400 to 1800 levels
	8500' 2" air line

ONTARIO UNIT - Cont'd

<u>Number</u>	<u>Item</u>
1	Double-deck cage
3	Transformers - 25 KVA (1400)
4	Transformers - 37½ KVA (1800)
3	Transformers - 667 KVA 44000/2300
	Lightning arrestors, switch rack & small transformer at surface
4	Air blowers
1	4-ton locomotive
3	Batteries
1	Hoist w/motor & generator set, old, #6 shaft
3	Transformers, 50 KVA #6 shaft 12,000/2300 (Pocatello)
1	IR compressor w/600 HP motor
2	Air receivers 16 x 4½
3	Mancha locomotives
3	Chargers
2	Copco automatic grinders
1	Card 2-ton skip

ONTARIO UNIT - Cont'd

<u>Number</u>	<u>Item</u>
14	GD S58S rock drills
13	GD TFL-6 telescope airlegs
1	GD FL-5-3 airleg
3	S58 rock drills
8	FL5 feed legs
1	Longyear Dia. core drill
1	#8 Dia. drill rod puller
1	Oil hydraulic unit to drive Wolverine drill
1	Pumping unit for Longyear diamond drill
5	Joy S-211 hoists
1	75 HP Westinghouse motor S/N S20N1944 (#5 shaft)
2	Model L-3 Weda submersible pumps w/motors
1	Weda L3Z sub pump w/65 HP motor #DFZ-11866
1	Gorman Rupp submersible pump S/N 281989

ONTARIO UNIT - Cont'd

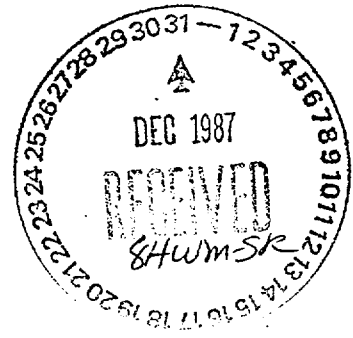
<u>Number</u>	<u>Item</u>
8	S63F drills S/N 241002, 240298, 240309, 244223, 244244, 243553, 245037, 245038
8	FL-42 feed legs
2	Electric hoists #JF4203-D2 & JF8034-M2
1	S-211 slusher hoist #29337
1	Duff-Norton chain hoist #JF-9304-K3
1	Weda L-3Z pump #13914
1	TQ-602A Torque wrench #29015
1	Remington 1-P12 air chain saw #HR724
1	Remington 1-P-12 air chain saw #HB-746
1	1963 C6J5 Jeep #57548 15785
1	Berger 110-5 service level w/tripod
2	GD S-63F airleg drills #S248476/81
2	Joy S-211 air hoists #S23149/722
4	GD TFL-6 feed legs
1	Barnstead still
1	BJ Type TX pump w/60 HP motor #724282

ONTARIO UNIT - Cont'd

<u>Number</u>	<u>Item</u>
2	Westinghouse 60 HP size starters 11206S4 KNNC
2	Coppus blowers w/15 HP motor #GU2974 & FW 22601
3	Joy S-211 hoists, #30419, 30422, 30423
1	B-J Bilton pump, type TX w/60 HP motor
2	GD FL-63 rock drills, #249848 & 249846
4	GDTFL6 telescopic feed legs
4	JF 1016-3 Coffing hoists
1	420-S Bean pump #122056
1	TM-8 Coppus blower #57V297
1	501 Invincible vacuum cleaner
5	M.S.A. Mine telephones
1	410-11-011 Monroe adding machine #127056
2	2-ton battery locomotives
20	57 Cu. Ft. Granby mine cars
1	BJ deepwell pump w/60 HP motor, #3 shaft



043052



CONFIDENTIAL

RESPONSE

OF

UNITED PARK CITY MINES COMPANY

TO

QUESTIONS 1 THROUGH 9

OF

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY'S

NOVEMBER 23, 1987,

REQUEST FOR INFORMATION

Submitted: December 30, 1987

United Park City Mines Company reserves the right to supplement this response as additional information and documents become available.

ONTARIO UNIT - Cont'd

<u>Number</u>	<u>Item</u>
1	GD-93AR deephole drifter drill #265384
1	BJ Sub. pump #652055
1	GD D93AR drifter #264957
1	Joy FF-211 hoist #29575
1	Tension wrench #677366
2	Bald. West 2-ton battery locomotives #58811 & 60020
2	IR Model 15NN-IG slusher's S/N 6959M, 7731
	Skips and cages for #6 shafts
1	Vulcan model D2X 30 HP double-drum slusher #N5011
1	Tension wrench S/N 71979
1	Compressor tendamatic control S/N 108
1	Type TX BJ pump w/50 HP motor 3x4x9 (1807 Wz.)
1	Vulcan DQX-30 DD slusher hoist S/N 1743
1	GD #D93AR drifter S/N 274141
	1719 feet 3" sand line

ONTARIO UNIT - Cont'd.

<u>Number</u>	<u>Item</u>
1	BJ 40 HP pump S/N 400117
1	.BJ pump S/N 400119
3	GD363F rock drills S/N 302757, 301694, 280107
1	Joy #1000 fan S/N SF-23907, w/50 HP Motor
1	IR electric slusher, Model 20NNN3F
1	IR Model JR-300 A Jackdrill S/N 846
1	IR Model 15NN-1G electric slusher
1	Joy Series 1000 Axivane Fan S/N SF9925
1	Model D10B Krebs Cyclone S-N 11137

IN DRAIN TUNNEL #2 - SUMMIT COUNTY

5000' 70# track

Ore pocket, gates and cylinders

7000' 3/0 double trolley

1000' 6" air line

800' 2" water line

Ontario #3 East

Number

Item

4500' 4/0 3/C 5000V power cable #3
shaft to #6

3,302' 3" sand line

DALY WEST UNIT

Engine house CI 78'x36'x15'

1 Electric hoist, double drum, 54 Yrs.
old

1 Steel gallows frame, 54 Yrs. old

3 cages

2 Skips

Skip changing device

2 Air blowers, 2100

1 Sullivan compressor, 3000 cu. ft., 42
Yrs. old

1 Laidlow compressor, 55 Yrs. old, scrap
value

1 Shaft house

3 Eimco muckers

DALY WEST UNIT - Cont'd

<u>Number</u>	<u>Item</u>
	Shop equipment, junk value
1	Locomotive, battery & charger
	2,200' 6" line in shaft
	1,000' 2" air line
1	Water tank
	1 Mi. underground track 16#
1	Cooling tank
	Fire apparatus
	Track on dump
1	Hot air furnace and stoker, 24 Yrs. old
4	Transformers, 1000 KVA 44000/2400, obsolete type, 55 Yrs. old
1	Switchboard w/recording meter
1	Machine shop, frame
1	Blacksmith & Carpenter shop, frame
1	Storehouse
	Snowsheds, 150'x6'x8'

DALY WEST UNIT - Cont'd

<u>Number</u>	<u>Item</u>
3	Hose houses
1	Waste bin
1	Change room

JUDGE UNIT (AT JUDGE PORTAL)

1	Office & change room bldg 30'x80'x16' concrete
	Change room equipment
	Fire hydrants & system
	Private telephones
2	Machine shops - CI & Steel 160'x40'x15' & 24'x14'x12'
	Machine shop equipment
	Blacksmith shop equipment
	Electric shop equipment
	Cap lamp charging outfit
	Engineering instrument & equipment
1	Heating boiler, 49 Yrs. old

JUDGE UNIT (AT JUDGE PORTAL) Cont'd

<u>Number</u>	<u>Item</u>
1	MG Set, 75 HP, 50 HP Gen, 49 Yrs. old salvage
	Snow sheds and trestle 8'x8'x1000', obsolete
1	Transformer house
1	Carbide house - CI, 16'x30'x14'
1	Switch house
2	Transformers 25 KVA 440/110
1	Transformer 15 KVA 2300/440 at DW
1	Switch rack on Alliance dump
1	5-ton triplex chain hoist
2	Motors, 7½ & 10 HP
	7800' 45# track in Judge tunnel
	7800' trolley wire, Judge tunnel
75	Mine cars, DW & Judge
5	Timber trucks
2	Passenger trucks
2	4-ton locomotives

JUDGE UNIT (AT JUDGE PORTAL) Cont'd

<u>Number</u>	<u>Item</u>
4	Velocipedes
1	Garage
1	Aerial tram 40% outside Park City, includes 8 steel towers, 43 Yrs. old, obsolete
5	Mancha locomotives & charger, various ages
1	Dodge 6 Express Wagon Truck, 1955
1	Model 20 Copyflex photostatic printer
1	Mayline office file
1	Caterpillar D-7 tractor bulldozer
1	1962 Dodge Power Wagon S/N 2461218675
1	1951 Ford 8 Winch Truck (tractor) S/N F7E1LB16215
1	Lamp rack #49189
1	Hydro 3-G Gas burner #6427
	3,800' 1/ 0 ACSR Power Line Alliance to Silver King

AT JUDGE SHAFT & MINE

<u>Number</u>	<u>Item</u>
1	Engine house, concrete 58'x35'x29', obsolete
1	Boiler house, shop & change room - CI roof & brick walls 57'x16'x10', obsolete
1	Steel gallows frame, 41 Yrs. old, junk Coal bins, 15'x20' - salvage
1	Water tank, wood, 8'x10', junk value Pipe line to lake Heating lines & radiators - salvage - junk value
2	Cages, salvage value
1	Heating boiler & stoker, salvage
3	Transformers, 250 KVA 44000/440
1	Electric hoist, double reel, 52 Yrs. old, junk value 1/8 mile 3/8" iron power line, portal to shaft 1.018 mile 5/16" iron power line, switch rack to county line

AT JUDGE SHAFT & MINE, Cont'd

<u>Number</u>	<u>Item</u>
1	MG set, 33KW, 50 HP
1	Switchrack
1	Shaft house, CI 22'x35'x20'

SILVER KING UNIT - MAIN SHAFT & MILL AREA

	3000' 3/8" x 5½" flat cable on hoist
2	Double-deck cages in shaft
1	Single-deck cage, extra
1	Signal system
	<u>Air Lines</u>
	11" tubing & couplings, 5000'
	6" tubing & couplings, 3150'
	2" standard black pipe, 1000'
	1300' electric cable, lead covered
100	3/4 ton ore cars
6	4 ton locomotives
4	3 ton locomotives
1	Winze hoist & Elec. motor
2	cages on dump

SILVER KING UNIT - MAIN SHAFT & MILL AREA

<u>Number</u>	<u>Item</u>
	<u>Track - Underground</u>
	6000' 30# rails & 1500' 20# rails
	15,000' 3/0 grooved trolley wire
1	Mill Bldg., Incl. coarse ore bins, fine ore bins,
	Main building & pump house, salvage value
	Mill machinery, salvage value, part sold
	Aerial tramway, 7050' long w/14,100' 1½" steel cable & 14,100' 7/8" steel cable, 30 steel towers, 100 buckets & gears
1	Office and boarding house, 26'x140'x24', obsolete
	Boarding house equipment & fixtures
	Bunk house furniture & equipment, junk
2	Bunk houses - 30'x100'x20' & 30'x114'x120', abandoned
	Snow sheds, 50' to mill bins, part scrapped
1	Change room at shaft 66'x32'x20', not in use
1	Transformer substation, 2 banks, 3 transformers 400 KVA, lightning arrestors & equipment

SILVER KING UNIT - MAIN SHAFT & MILL AREA

<u>Number</u>	<u>Item</u>
1	Switchboard Bldg. at shaft
1	Warehouse Bldg., 28'x136' Est. 26'x14'
1	Carpenter shop 42'x42'x15', salvage value
1	Nordberg hoist, GE 400 HP motor, controller switchboard, grid control, relay switches & transformer
	Coal bin 22'x22' for BS shop
	Water supply system
1	Oil house 22'x40'x12'
	Shaft house & gallows frame Bldg., steel shop 44'x42'; machine shop 44'x66'; shaft head house 44'x70'; hoist room 54'x50'; boiler room 64'x40'; compressor room 14'x20'; runway along So. side 6'x50', 6'x15', 6'x37', 6'x18', height from 16'x50'; gallows frame steel constr. & 54' high
	<u>Power Lines</u>
	1 mile about surface
	3-wire 1/0
	8000' to Thaynes shaft

SILVER KING UNIT - MAIN SHAFT & MILL AREA

Number

Item

Power Lines

600' at Spiro Tunnel Portal

7000' to Alliance Tunnel

Machinery in warehouse, 8 motors ranging
from 1½ to 50 HP, salvage value

Air compressor & 200 HP motor, 43 Yrs.
old

2 Transformers, 25 KVA

1 Model 284 FWD Truck 1955

WEST END SHAFT

Pumping Equipment for 1700

Level: (In Storage)

1 BJ Cent. Pump, 200 HP motor

1 BJ Cent. Pump, 200 HP motor
(Idle & value questionable)

1 BJ Cent. pump, 5x17, 2 HP

1 BJ Cent. pump, 25 HP motor, 1200 RPM
475' head
1750 RPM & 200 HP motors (2)

WEST END SHAFT

Number

Item

Compensators, starting boxes, switch-boards, transformer, etc. Idle and value questionable

Pumping Equipment for 1900

Level: (In Storage) Idle & Value Questionable

1	BJ pump w/60 HP motor
1	BJ Cent. pump w/75 HP motor (20)
1	BJ pump w/20 HP motor
1	BJ Cent. pump, 250 HP (2)
1	BJ Deepwell pump - 100 HP 25'
1	BJ Cent. pump - 75 HP 25'
	BJ Cent. pump - 75 HP (2) old
	BJ Deepwell pumps, 75 HP & 100 HP, 60' shafts
	BJ submersible pump-350 HP
	Water Column, 8" spiral, welded, heavy, 500' (1)
	7500# Dbl. drum hoist, 115 HP motor & generator

WEST END SHAFT, Cont'd

<u>Number</u>	<u>Item</u>
2	Skips w/US cage 4x5x4½'
1	Transformer 37½ KVA
1	Transformer 10 KVA
4	Panel switches (oil) & circuit breakers
1	Hoist room underground station, idle & value questionable

ALLIANCE TUNNEL PORTAL

Alliance ore transfer changed to conveyor

Change room, carpenter shop & blacksmith shop, 32x105x20', obsolete, salvage value

1 Pump Bldg., 18x30x14'

1 Frame house 12x35', salvage value

Snow sheds

1 Boiler room 20x20x10'

1 Air receiver, 16 x 4

4 Timber trucks

ALLIANCE TUNNEL PORTAL, Cont'd

<u>Number</u>	<u>Item</u>
1	Boiler & Stoker
1	Bucket elevator, 8 buckets
1	Log carrier, roller 50', salvage
1	Buzz saw w/swing frame, salvage
1	Elec. motor, 25 HP, salvage
	Shafting, belts & pulleys, salvage

SILVER HILL SHAFT

	<u>Ore Bodies Caved</u>
1	Air hoist 2½x2' special

PORTAL OF SPIRO (KING CON)

1	Ferry ranch house, salvage
3	Transformers, 500 KVA
	Set lightning arrestors
1	Switch rack
	Wood frame (power diversion)
	Steel fence

PORTAL OF SPIRO (KING CON), Cont'd

<u>Number</u>	<u>Item</u>
1	Switchboard Bldg. 24 x13x9'
1	Switchboard
6	Transformers, 10 KVA & 15 KVA
1	Compressor house 48x74x24'
1	Depot, 63x30x20'
	<u>Carpenter Shop Equipment</u>
1	Change room & fixtures, 105x42x25', obsolete
1	Boiler room 28x18x14'
1	Bucket elevator, boiler 9x4½x5'
	Rails on dump, 500 ft.
1	Pump house
2	Water tanks
	Water system
1	I-R Cent. pump, 5 HP motor
	Concrete reservoirs
	200' tubing
1	Residence

PORTAL OF SPIRO (KING CON), Cont'd

<u>Number</u>	<u>Item</u>
1	Superintendent's residence
1	Elec. range S/N 40676
1	D-6 Cat. tractor #44A-7182
1	Aurora type GBH pump w/10 HP motor, S/N D62
1	Cat. Model 12 motor grader, S/N 9K8152
1	Detroit Model 3030C Diesel Engine S/N 4-B-67

THAYNES SHAFT

1	Nordberg double-drum hoist, motor & ropes
1	Air compressor, 40 Yrs. old
1	Boarding house, salvage value. caved in by snow
1	Hoist house & head frame
1	Tool house and shed
2	Single cages
	Thaynes conveyors
	Thaynes Feeders

THAYNES SHAFT, Cont'd

<u>Number</u>	<u>Item</u>
	Thaynes new skips
	Boiler & steam lines
	Power & pipe lines in shaft
1	Thaynes Canyon transformer station & power cables

PARK UTAH UNIT AT KEETLEY PORTAL

1	Office building, stone & concrete 18x38x20' and 1955 addition
	Office fixtures & instruments
9	Cottages, frame
1	Shop Bldg., 140x30x10'-CI
	Steel rack
1	Switch house
1	Garage, frame 30' x 30'
	Shop equipment
1	Store house, CI, 16x60x8'
1	Store house, CI, 16x60x10'
	<u>Storage shops</u>

PARK UTAH UNIT AT KEETLEY PORTAL - Cont'd

<u>Number</u>	<u>Item</u>
	Snowsheds, CI, 245x6x9'
	Loading station, shed & equipment, 44 Yrs. old
	10,000 Gal. wooden tank
	Steel water tank, 9½ x 3½
	2000' hot water lines
	1600' culinary water lines 2" and 3"
	Power line #3 copper, 2 Mi. to Hawk-eye shaft & 1500 at Keetley
	Power line-5/16" iron, .696 Mi. Hawk-eye to County line
	12,000' 3/0 Trolley wire
3	Transformers, 75 KVA, 11,000/2300, Keetley
4	Small transformers 2300/220/110
	Switch rack & lightning arrestors
	MG set, 11 KW, 15 HP
1	8-ton Tandem locomotive
52	Mine cars, 1-ton
40	Mine cars, 3½-ton

PARK UTAH UNIT AT KEETLEY PORTAL, Cont'd

<u>Number</u>	<u>Item</u>
	MG set-35KW, 50 HP in D.T.
1	Pump house
1	Saw mill 20x14x14'
10	Garages
	Powder magazine
1	Boiler house, CI, 66x16x16'
1	Boiler & stoker, 42 Yrs. old
1	Change room & equipment 96x27x10'
4	Timber trucks
1	Single-deck cage
1	Small skip, salvage
	Private telephone
3	Sullivan tuggers
1	Transformer, 100 KVA
1	Transformer, 200 KVA
1	Mancha locomotive & charger
1	Battery

PARK UTAH UNIT AT KEETLEY PORTAL, Cont'd

<u>Number</u>	<u>Item</u>
1	Eimco 12-B mucker
1	Monroe calculator
1	Model 7K-2 Eastman projector
1	Minn. Moline tractor - Model 650
1	Remington cardex file
6	Closed man trucks
1	GE 50 HP compensator type FIA
1	#6 American Blower Co. fan
	Westinghouse 50 HP motor type CS
1	Kardex file cabinet
1	CSA Monroe calculator
1	Camp swing, 3 unit
1	Oil warehouse 18x30'
1	GD air compressor & 50 HP motor
1	Monroe CST-10 calculator
1	Kail reflecting projector Model K-5
1	Bausch & Lomb Model KTR-5 steriomicroscope

PARK UTAH UNIT AT KEETLEY PORTAL, Cont'd .

<u>Number</u>	<u>Item</u>
1	Willys Jeep utility wagon S/N 54168-51175, 1960
1	2RVH 15 I-R motor pump w/GE motor
1	Steel filing case
1	Smith-Corona portable typewriter
1	Monroe CST-10 calculator #J-425743
1	Monroe 111-V11X adding machine #64236
1	1962 Ford Model F113 pickup $\frac{1}{2}$ -ton truck #F11CK222760
1	Jacobsen 18" lawn mower S/N 64D18-17956
1	1962 Dodge pickup truck S/N 2281226900
2	#1G gas burners #6328-29
	Remodel office & new vault at Keetley
1	Chair, green
3	#1707 gray file cabinets
7	Equipto steel shelves
2	Joy S211 hoists #25154 & 27303
1	Detection pipe locator

PARK UTAH UNIT AT KEETLEY PORTAL, Cont'd

<u>Number</u>	<u>Item</u>
1	International Scout, S/N FC 72083A
1	IBM typewriter-selectric S/N4398115
1	1/2" Black & Decker Elec. drill, S/N 5264
1	Mine safety appl. insulating machine, S/N RS-160
2	Brunton compasses, S/N 74932, 74930
1	Michigan 45-A tractor shovel, S/N C12C0914
2	American SGF-175L gas heaters, #H64d002670, #LY2H005390
2	American SGF-200L gas heater, #1H640008257, #LY2H005407
1	American 400 floor polisher, S/N 14W
1	GMC 1953 dump truck #3753
1	Hydra 172H1AB Crane w/pump 9766
1	1965 Olds 88 Sedan #352695C110854
1	Rheem water heater #16545029
1	Miller 200 L Welder
2	Gas Ray-O-Stat heaters

PARK UTAH UNIT AT KEETLEY PORTAL, Cont'd

<u>Number</u>	<u>Item</u>
1	Model 303-0073 Spectrophotometer
1	B & G Spectro. compressor
1	1967 Chev. $\frac{1}{2}$ -ton pickup truck S/N CE147Z152979
1	Cinderbrick Vent. Bldg. 25 x 30
1	Heusser Ana. Pan. Balance S/N 27980
1	Sand fill building - steel
1	Allis-Chalmers vibrator screen S/N 1914 w/3 HP motor
1	Rex bucket elevator
1	Bendelari Jig S/N 371
2	Cat. T3412072-37 transformers
2	GD FDFXDG Recip. pumps S/N 551057 & 551058
2	GE #5K326XXAK205 50 HP motors S/N GD J710502 & 3
1	Rockwell #302 RW tube meter S/N 3644
1	30" x 6' Bond conveyor w/3 HP motor
1	IBM Selectric typewriter S/N 5505894

PARK UTAH UNIT AT KEETLEY PORTAL, Cont'd

<u>Number</u>	<u>Item</u>
1	Monroe Model 770 calculator S/N 7397
2	Gas heaters S/N 477L8, 374K7 (change room)
1	3/4-ton Chev truck CE 399Z889599
1	1970 Chev Bel Air Model 15669 Sedan S/N 156690S149705
1	1962 International Scout Truck S/N FC 44198A
1	1962 Ford 4 wheel Drive Pickup Truck S/N F11CR281234

In Drain Tunnel No. 2 - Wasatch County

10,000' 70# track in tunnel

1,500' 30# track at portal

7,000' 4" air line, junk

11,125' 3" sand line

POCATELLO GULCH SUB-STATION

Steel rack

3 pole switches

1,910' 2/0, 3 conductor power cable

SILVER KING UNIT AT KEETLEYNumberItem

Mine rescue equipment

Misc. hand tools, hoses

RIGHT OF UPC TO DISPOSE OF PROPERTY INTERESTS

The right of use of the Subject Premises in this Exhibit A described, is subject to the right of UPC to:

(a) Grant the real property described in Schedule "A-1" attached hereto and made a part hereof, expressly excepting and reserving to UPC all ores and minerals situated in, upon or under such real property, together with all rights in connection with or relative to the mining, removal or sale of such ores and minerals (but not including the right to enter upon the surface of such real property).

(b) Utilize or grant a lease or leases of the following described real property:

All patented and unpatented lode mining claims, patented millsites and fee lands owned by UPC and situated in Summit County, Wasatch County and Salt Lake County, State of Utah, excluding therefrom:

(i) the Surface Mining Installations heretofore in this Exhibit A specifically described, and

(ii) the real property described in Schedule "A-1" hereto.

expressly excepting and reserving to UPC all ores and minerals situated in, upon or under such real property, together with all rights in connection with or relative to the mining, removal or sale of such ores and minerals and the right to enter upon and utilize such portions of the surface of such real property as UPC deems necessary or desirable for the purpose of exploring for, developing, mining and removing of ores and minerals.

Each such grant and lease may be subject to the obligations of UPC as the grantor or lessor thereunder:

1. To promptly repair or replace damage to or destruction of improvements or facilities situated on the surface of said real property, which damage or destruction results from affirmative acts of UPC; and in the case only of a grant of such real property, to be liable for any resulting damage to such real property, improvements and facilities.

2. The requirement that UPC will, to the extent that it can reasonably do so without additional expense or other detriment to UPC, conduct all exploration, development and mining activities upon said properties in such a manner as will not unreasonably interfere with operations conducted or contemplated to be conducted on said properties by the lessee of said properties, or any facilities or improvements which may be situated on said properties.

3. The requirement that UPC shall at all times during which it is conducting operations upon any of said properties, purchase and maintain public liability and property damage insurance covering UPC and all operations of UPC upon said properties, which insurance shall be issued by a company or companies acceptable to the lessee of said properties and shall have limits of liability not less than as follows:

Public Liability:

Each Person	\$ 500,000.00
Each Occurrence	5,000,000.00

Property Damage:

Each Occurrence	\$ 100,000.00
Aggregate Liability	1,000,000.00

Products Liability:

Each Person	500,000.00
Each Occurrence	\$1,000,000.00

which obligations Lessee hereunder will recognize, assume and fulfill, if and when such grant or lease is made.

CONTIGUOUS ZONE

The "Contiguous Zone", for purposes of Article 8 of the Agreement and Lease, shall mean the zone within the line designated "Approx. Mutual One Mile Property Acquisition Line" on the property map of United Park City Mines Company dated Sept. 1969, a copy of which, initialed on behalf of the parties, is on deposit at the office of United Park City Mines Company.

This Schedule "A-1" is Attached to
and Forms a Part of Exhibit A to
the Agreement and Lease Between
United Park City Mines Company
and
Park City Ventures
(25 pages)

Parcel No. 1

Beginning at a point which is South 48°50'19"
East 1,632.96 feet from the Northwest corner
of Section 16, Township 2 South, Range 4
East, Salt Lake Meridian;
thence North 115.61 feet;
thence West 221.90 feet;
thence North 24°18'41" East 250.19 feet;
thence North 9°49'09" West 263.87 feet;
thence North 18°01'48" East 144.52 feet;
thence North 50°40'11" East 291.23 feet;
thence South 26°02'09" East 193.65 feet;
thence South 17°11'55" East 351.73 feet;
thence South 23°42'28" East 251.20 feet;
thence South 64°53'33" West 437.43 feet
to the point of beginning.

Parcel No. 2

Tract 2A

Beginning at a point which is South 80°32'10"
East 1,009.39 feet from the Northwest corner
of Section 16, Township 2 South, Range 4
East, Salt Lake Meridian;
thence South 78°09'47" West 551.90 feet;
thence North 11°37'04" East 620.72 feet;
thence North 15°34'40" West 50.00 feet;
thence North 76°37'18" East 424.117 feet;
thence South 25°52'27" East 528.86 feet;
thence South 51°44'15" West 268.07 feet
to the point of beginning.

Tract 2B

Beginning at the Northwest corner of Section 16, Township 2 South, Range 4 East, Salt Lake Meridian;
thence North 270.00 feet;
thence North 80°15'14" East 572.92 feet;
thence South 15°34'40" East 50.00 feet;
thence South 11°37'04" West 620.72 feet;
thence South 31°01'42" East 304.58 feet;
thence South 15°11'02" East 423.80 feet;
thence South 13°58'25" West 443.11 feet;
thence West 614.07 feet;
thence North 1,389.18 feet to the point of beginning.

Tract 2C

Beginning at the Northeast corner of Section 17, Township 2 South, Range 4 East, Salt Lake Meridian;
thence West 435.60 feet;
thence North 500.00 feet;
thence North 11°00'54" East 204.59 feet;
thence North 56°52'57" West 333.11 feet;
thence South 2,267.00 feet;
thence East 677.93 feet;
thence North 1,389.18 feet to the point of beginning.

Tract 2D

Beginning at a point which is North 45°58'21" West 2,256.12 feet from the Northeast corner of Section 17, Township 2 South, Range 4 East, Salt Lake Meridian;
thence East 320.70 feet;
thence North 00°30' East 345.00 feet;
thence South 75°56'03" East 350.00 feet;
thence South 32°56'36" East 148.95 feet;
thence East 243.00 feet;
thence South 02°55'43" West 822.07 feet;
thence South 2,262.00 feet;
thence West 412.00 feet;

thence North 40°32'27" West 820.00 feet;
thence North 2,330.00 feet to the point
of beginning.

Tract 2E

Beginning at a point which is North 25°18'17"
West 2,931.76 feet from the Southeast corner
of Section 8, Township 2 South, Range 4
East, Salt Lake Meridian;
thence North 89°25' West 752.73 feet;
thence South 23°59'59" West 168.89 feet;
thence South 12°45'27" West 54.34 feet;
thence South 2°38'33" West 65.07 feet;
thence South 23°11'55" East 38.08 feet;
thence South 40°54'52" East 31.99 feet;
thence East 703.29 feet;
thence North 16°41'57" East 338.06 feet
to the point of beginning.

Also:

Beginning at a point which is South 00°52'41"
West 991.74 feet from the center of Section
8, Township 2 South, Range 4 East, Salt
Lake Meridian;
thence South 00°52'41" West 1,677.44 feet;
thence North 89°53'52" East 363.00 feet;
thence South 40°33'27" East 1,007.17 feet;
thence North 2,437.56 feet;
thence North 89°45' West 992.17 feet to the
point of beginning.

Parcel No. 3

Tract 3A

Beginning at a point which is East 2,400.58
feet from Northwest corner of Section 22,
Township 2 South, Range 4 East, Salt Lake
Meridian; thence South 8°32' West 1,302.95 feet;
thence South 88°45' East 597.10 feet;

*

thence South 25°16' West 1,427.54 feet;
thence East 2,538.65 feet;
thence North 30°42' West 778.90 feet;
thence North 00°52' West 1,504.67 feet;
thence South 89°57' West 400.00 feet;
thence North 00°52' West 420.00 feet;
thence South 89°57' West 1,504.67 feet
to the point of beginning.

Tract 3B

Beginning at a point which is East 2,400.58 feet from the Northwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Meridian; thence North 89°57' East 1,904.67 feet; thence North 00°52' West 1,814.90 feet; thence West 1,848.13 feet; thence South 1,622.47 feet; thence South 8°32' West 196.05 feet to the point of beginning.

This Parcel No. 3 is subject to, and there is excluded herefrom, the rights granted by and the provisions of that certain Bargain and Sale Deed dated June 1, 1966, from UPC, as "Grantor," to The Park City Institute for the Arts and Sciences, as "Grantee" and shall include the reversionary interest of UPC under said Bargain and Sale Deed which covers and relates to the following described portion of Parcel No. 3:

Beginning at the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 22, Township 2 South, Range 4 East, Salt Lake Meridian;
thence North 00°52' West 700.00 feet;
thence West 1,864.50 feet;
thence South 506.60 feet;
thence South 29°11' East 1,733.20 feet;
thence East 1,050.00 feet
thence North 00°52' West 900.00 feet;

thence South 89°57' West 400.00 feet;
thence North 00°52' West 420.00 feet;
thence North 89°57' East 400.00 feet
to the point of beginning.

Parcel No. 4

Tract 4A

Beginning at a point which is South 314.73 feet from the Southwest corner of Section 22, Township 2 South, Range 4 East, Salt Lake Meridian;
thence East 3,074.32 feet;
thence North 52°00' East 104.00 feet;
thence South 25°30' East 200.00 feet;
thence South 2,060.86 feet;
thence West 2,769.03 feet;
thence South 78°10' West 714.30 feet;
thence North 29°20' East 117.60 feet;
thence South 69°00' West 360.00 feet;
thence North 955.96 feet;
thence South 40°31' East 114.42 feet;
thence South 84°50'37" East 125.84 feet;
thence North 65°04'29" East 178.98 feet;
thence North 87°18' East 99.00 feet;
thence South 74°38' East 300.79 feet;
thence North 65°37' East 101.00 feet;
thence North 3°24' East 91.00 feet;
thence North 48°29'43" West 194.17 feet;
thence North 58°30' West 232.95 feet;
thence North 1109.35 feet to the point of beginning.

Excluding therefrom the following:

Beginning at a point which is South 49°15'
East 3,582.00 feet from the Southwest corner
of Section 22, Township 2 South, Range 4
East, Salt Lake Meridian;
thence North 85°30' West 55.80 feet;
thence North 29°20' East 101.60 feet;
thence South 85°30' East 124.80 feet;
thence North 4°30' East 526.90 feet;
thence South 4°00' East 200.00 feet;
thence North 86°00' East 355.783 feet;
thence South 588.001 feet;
thence West 540.936 feet;
thence North 4°30' East 155.099 feet to
the point of beginning.

Tract 4B

Beginning at the Southwest corner of Section
22, Township 2 South, Range 4 East, Salt
Lake Meridian;
thence North 00°37'08" East 981.88 feet;
thence North 89°54' East 733.71 feet;
thence South 44°00' West 84.78 feet;
thence South 53°06' East 61.60 feet;
thence North 20°24' East 640.80 feet;
thence South 88°54' East 300.00 feet;
thence North 65°10' East 402.00 feet;
thence North 20°24' East 672.90 feet;
thence South 88°54' East 400.33 feet;
thence South 51°56'21" East 943.19 feet;
thence South 49°15' East 400.00 feet;
thence South 51°50' East 776.35 feet;
thence South 39°49' West 1,499.00 feet;
thence South 46°42' East 165.60 feet;

thence West 3,074.32 feet;
thence North 314.73 feet to the point of
beginning.

Excluding therefrom the following:

Beginning at a point which is North 66°27'07"
East 1,768.88 feet from the Southwest corner
of Section 22, Township 2 South, Range 4
East, Salt Lake Meridian;
thence West 600 feet;
thence South 350 feet;
thence East 600 feet;
thence North 350 feet to the point of
beginning.

Parcel No. 5

Beginning at the Northwest corner of Section
16, Township 2 South, Range 4 East, Salt
Lake Meridian;
thence South 80°32'10" East 1,009.39 feet;
thence South 35°58'59" East 195.00 feet;
thence South 18°01'48" West 144.52 feet;
thence South 9°49'09" East 263.87 feet;
thence South 24°18'41" West 250.19 feet;
thence West 284.00 feet;
thence North 15°11'02" West 423.80 feet;
thence North 31°01'42" West 304.58 feet;
thence North 78°09'47" East 551.90 feet
to the point of beginning.

Parcel No. 6

Beginning at a point which is North 270 feet from the Southwest corner of Section 9, Township 2 South, Range 4 East, Salt Lake Meridian; thence North 230.00 feet; thence West 435.60 feet; thence North 11°00'54" East 204.59 feet; thence North 56°52'57" West 333.114 feet; thence North 2°55'43" East 822.07 feet; thence West 243.00 feet; thence North 32°56'36" West 148.95 feet; thence North 75°56'03" West 350.42 feet; thence North 00°30' East 413.661 feet; thence West 55.42 feet; thence North 16°37'01" East 327.86 feet; thence South 89°25' East 1,022.00 feet; thence South 34°30' East 250.00 feet; thence South 60°00' East 525.00 feet; thence South 00°52'53" East 140.00 feet; thence South 45°52'46" East 347.69 feet; thence South 580.00 feet; thence East 201.00 feet; thence South 9°41'20" East 415.93 feet; thence South 15°57'49" East 338.769 feet; thence South 76°37'18" West 424.117 feet; thence South 80°15'14" West 572.92 feet to the point of beginning.

Parcel No. 7

Beginning at a point which is South 1,389.18 feet from the Northwest corner of Section 16, Township 2 South, Range 4 East, Salt Lake Meridian; thence West 1,089.93 feet; thence South 40°33'27" East 1,600.00 feet; thence South 46°54'22" East 4,912.02 feet; thence North 56°27'04" East 420.90 feet; thence North 00°28'22" East 1,777.87 feet; thence North 89°05'17" West 1,333.12 feet; thence North 00°45'47" East 1,310.00 feet;

thence North 89°32'08" West 1,315.95 feet;
thence North 00°40'22" East 1,570.00 feet;
thence South 64°53'33" West 70.00 feet;
thence South 24°19'16" West 349.40 feet;
thence North 89°30'41" West 469.02 feet;
thence West 614.07 feet to the point of
beginning.

Also:

Beginning at a point which is South 80°32'10"
East 1,009.39 feet from the Northwest corner
of Section 16, Township 2 South, Range 4
East, Salt Lake Meridian;
thence South 35°58'59" East 195.00 feet;
thence North 50°40'11" East 269.15 feet;
thence North 00°40'22" East 151.47 feet;
thence North 89°29'31" West 110.73 feet;
thence South 52°18'10" West 270.22 feet
to the point of beginning.

Excluding therefrom the following:

Beginning at a point which is East 1,223.10
feet from the Northwest corner of Section
16, Township 2 South, Range 4 East, Salt
Lake Meridian;
thence South 35°59' East 155 feet;
thence South 54°01' West 281.03 feet;
thence North 35°59' West 155 feet;
thence North 54°01' East 281.03 feet
to the point of beginning.

Also:

Beginning at a point which is South 89°25'
East 2,368.07 feet from the center of Section
8, Township 2 South, Range 4 East, Salt Lake
Meridian; thence South 49°21'04" East 260.97
feet; thence South 76°11'06" East 439.72 feet;
thence South 00°52'53" East 260.03 feet;
thence South 49°56'21" East 287.45 feet;
thence South 720.00 feet;
thence East 201.00 feet;

thence South 09°41'20" East 415.93 feet;
 thence South 15°57'54" East 338.78 feet;
 thence North 79°51'31" East 66.95 feet;
 thence North 76°22'45" East 212.53 feet;
 thence North 28°43' West 59.50 feet;
 thence North 34°35' West 157.00 feet;
 thence North 70°00'29" East 215.00 feet;
 thence North 74°24'15" East 49.11 feet;
 thence North 64°47'30" East 175.00 feet;
 thence South 25°12'30" East 140.00 feet;
 thence South 87°45'03" East 684.68 feet;
 thence South 2°19'38" East 376.31 feet;
 thence South 8°09'09" East 363.65 feet;
 thence South 89°29'30" East 50.00 feet;
 thence South 15°56'25" East 174.25 feet;
 thence South 20°08'45" East 120.10 feet;
 thence South 24°55'01" East 120.11 feet;
 thence South 28°32'25" East 191.05 feet;
 thence South 00°45'47" West 95.00 feet;
 thence South 30°50'41" East 925.68 feet;
 thence North 58°02' East 275.00 feet;
 thence South 31°58' East 682.40 feet;
 thence South 58°02' West 67.30 feet;
 thence South 34°35' East 212.74 feet;
 thence East 167.16 feet;
 thence North 00°34'06" East 2,072.88 feet;
 thence North 89°18' West 2.98 feet;
 thence North 289.25 feet;
 thence North 82°14' East 30.90 feet;
 thence North 16°15' West 240.00 feet;
 thence North 80°43' East 37.00 feet;
 thence North 799.90 feet;
 thence South 89°31' East 1,348.62 feet;
 thence North 01°20'32" East 1,330.05 feet;
 thence North 89°49'11" West 2,643.32 feet;
 thence North 600.00 feet;
 thence South 52° West 174.89 feet;
 thence South 56° West 124.93 feet;
 thence South 60°35' West 164.92 feet;
 thence South 64°40' West 207.91 feet;
 thence South 72°20' West 799.72 feet;
 thence North 89°34'45" West 1,318.90 feet;
 thence North 89°25'00" West 261.83 feet
 to the point of beginning.

Excluding therefrom the following:

Existing Railroad Right of Way.

Beginning at the Northwest corner of the Southwest Quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Meridian; thence South 20.0 feet; thence South 89°00' East 76.0 feet; thence South 73°48' East 63.5 feet; thence South 65°40' East 84.0 feet; thence East 176 feet; thence North 33°00' West 87.5 feet; thence West 342 feet to the point of beginning.

Beginning at a point which is North 89°34'44" West 832 feet from the Northeast corner of the Southwest Quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Meridian; thence North 89°34'45" West 180 feet; thence South 00°25'06" East 140 feet; thence South 89°34'45" East 180 feet; thence North 00°25'06" West 140 feet to the point of beginning.

Beginning at a point located 1,579 feet East and 360 feet North of the Southwest corner of Section 9, Township 2 South, Range 4 East, Salt Lake Meridian; thence South 23°30' East 55 feet; thence North 59°32'30" East 43.4 feet; thence North 31°18' West 52.0 feet; thence South 60°38' West 136 feet to the point of beginning.

Parcel No. 8

Beginning at a point which is North 64°07' West 233.10 feet from the corner common to the Southeast corner of Section 27, the Northeast corner of Section 34, the Northwest corner of Section 35, and the Southwest corner of Section 26, Township 2 South, Range 3 East, Salt Lake Meridian; thence South 79°05' West 560.00 feet;

thence North 10°55' West 1,800.00 feet;
thence North 79°05' East 560.00 feet;
thence South 10°55' East 600.00 feet;
thence North 79°05' East 960.70 feet;
thence South 81°40' East 411.00 feet;
thence South 81°40' East 1,331.00 feet;
thence South 10°55' East 635.40 feet;
thence North 81°40' West 350.00 feet;
thence South 02°35' East 611.00 feet;
thence North 81°40' West 795.99 feet;
thence North 59°10' East 148.00 feet;
thence North 53°00' East 100.00 feet;
thence North 40°00' East 150.00 feet;
thence North 27°34' East 325.80 feet;
thence North 02°35' West 150.00 feet;
thence North 81°40' West 670.80 feet;
thence South 02°35' East 150.00 feet;
thence South 02°35' East 611.00 feet;
thence North 81°40' West 519.00 feet;
thence North 02°35' West 611.00 feet;
thence South 79°05' West 859.1 feet;
thence South 10°55' East 600.00 feet
to point of beginning.

Parcel No. 9

Beginning at a point which is South 00°58'
59.23" West 169.50 feet from the Northwest
corner of the Northeast Quarter of Section
9, Township 2 South, Range 4 East, Salt Lake
Meridian; thence East 1,895.00 feet;
thence South 1,150.50 feet;
thence West 1,914.74 feet;
thence North 00°58'59" East 1,150.67 feet
to point of beginning.

Excluding therefrom existing railroad and
highway rights of way.

Parcel No. 10

Beginning at the Southeast corner of the North-
east Quarter of Section 16, Township 2 South,

Range 4 East; Salt Lake Meridian;
 thence South 990.00 feet;
 thence East 57.76 feet;
 thence South 11°48' West 282.45 feet;
 thence South 53.60 feet;
 thence East 660.00 feet;
 thence North 660.00 feet;
 thence East 660.00 feet;
 thence South 660.00 feet;
 thence West 649.98 feet;
 thence South 30°10' West 273.90 feet;
 thence South 496.70 feet;
 thence South 47°39' West 733.10 feet;
 thence South 26°39' East 167.60 feet;
 thence South 50°38' East 443.10 feet;
 thence North 47°39" East 308.00 feet;
 thence South 46°54' East 600.00 feet;
 thence North 47°37' East 800.087 feet;
 thence South 00°02' East 1,208.96 feet;
 thence North 8°22' East 1,106.77 feet;
 thence South 88°54' East 600.00 feet;
 thence North 1,622.47 feet;
 thence East 1,848.13 feet;
 thence South 85°42' East 563.14 feet;
 thence North 1°37' East 1,394.30 feet;
 thence North 00°02' East 1,131.40 feet;
 thence South 57°06' East 164.00 feet;
 thence North 31°00' East 600.00 feet;
 thence North 57°06' West 1,500.00 feet;
 thence South 31°00' West 600.00 feet;
 thence South 57°06' East 624.20 feet;
 thence South 00°20' West 581.30 feet;
 thence North 89°59' West 1,200.00 feet;
 thence South 00°20' West 942.40 feet;
 thence North 89°59' West 1,497.10 feet;
 thence South 00°20' West 557.60 feet;
 thence South 89°59' East 56.00 feet;
 thence South 00°02' East 146.81 feet;
 thence North 50°38' West 40.17 feet;
 thence South 31°05' West 432.70 feet;
 thence North 789.30 feet;
 thence South 30°10' West 104.72 feet;
 thence North 148.54 feet;
 thence West 1,320.00 to the point of
 beginning.

Also:

Beginning at a point which is South 26°34'39"
East 1,496.1 feet from the Southeast corner
of the Northeast Quarter of Section 16,
Township 2 South, Range 4 East, Salt Lake Meridian;
thence North 660.00 feet; thence East 660.00 feet;
thence South 660.00 feet; thence West 660.00 feet
to the point of beginning.

Parcel No. 11

Beginning at the Southwest corner of the
Southeast Quarter of Section 24, Township
2 South, Range 4 East, Salt Lake Meridian;
thence North 00°01'16" West 450.00 feet;
thence North 63°30'00" East 721.00 feet;
thence North 10°11'00" West 1,667.10 feet;
thence South 63°30'00" West 391.716 feet;
thence North 00°01'16" West 539.814 feet;
thence East 765.00 feet;
thence South 185.00 feet;
thence East 510.00 feet;
thence North 46°25'00" East 134.27 feet;
thence North 59°50'00" East 213.77 feet;
thence North 33°20'00" East 154.26 feet;
thence North 21°35'00" East 179.28 feet;
thence North 68°40'00" East 74.57 feet;
thence North 52°45'00" East 64.64 feet;
thence North 27°30'00" East 129.43 feet;
thence North 15°55'40" East 135.84 feet;
thence East 700.00 feet;
thence South 00°08'56" East 779.999 feet;
thence South 00°02'43" East 2,619.80 feet;
thence West 2,629.52 feet to point of
beginning.

Also:

Beginning at the Northeast corner of Section
24, Township 2 South, Range 4 East, Salt
Lake Meridian;
thence South 00°08'56" East 1,713.42 feet;
thence West 315.361 feet;
thence North 720.00 feet;
thence West 1,000.00 feet;
thence North 1,006.900 feet;
thence South 89°24'38" East 1,310.975 feet
to point of beginning.

Excluding therefrom existing railroad right
of way.

Parcel No. 12

Beginning at the corner common to the Southwest corner of Section 30 and the Northwest corner of Section 31, Township 2 South, Range 4 East, Salt Lake Meridian;

thence South 03°47' East 190.60 feet;
thence South 03°47' East 1,595.00 feet;
thence West 901.693 feet;
thence South 2,341.623 feet;
thence South 25°30' West 59.50 feet;
thence South 25°30' West 600.50 feet;
thence South 25°30' West 1,500.00 feet;
thence South 65°15' East 600.00 feet;
thence North 83°30' East 701.80 feet;
thence South 24°45' West 132.40 feet;
thence North 51°32' East 745.90 feet;
thence North 23°16' East 1,265.74 feet;
thence North 70°11' East 149.506 feet;
thence North 70°15' East 517.405 feet;
thence South 54°45' East 112.707 feet;
thence North 86°50' East 210.203 feet;
thence North 16°30' East 188.876 feet;
thence North 70°15' East 579.805 feet;
thence North 19°45' West 600.00 feet;
thence North 19°45' West 600.00 feet;
thence North 19°45' West 61.50 feet;
thence North 80°45' East 1,500.00 feet;
thence South 09°22' East 78.90 feet;
thence North 79°23' East 410.9 feet;
thence South 25°33' East 343.00 feet;
thence South 25°33' East 618.8 feet;
thence North 41°10' East 127.60 feet;
thence South 55°42' East 600.00 feet;
thence North 41°05' East 1,499.80 feet;
thence North 36°29' East 252.90 feet;
thence North 61°45' East 1,373.50 feet;
thence South 54°40' East 126.80 feet;
thence North 42°30' East 56.60 feet;
thence South 54°40' East 1,200.00 feet;
thence South 42°30' West 44.339 feet;
thence South 49°20' East 529.674 feet;
thence South 51°32' West 591.40 feet;

thence South 36°15' East 600.00 feet;
thence North 51°55' East 1,500.00 feet;
thence North 51°55' East 893.00 feet;
thence North 67°14' East 451.00 feet;
thence North 36°15' West 600.00 feet;
thence North 45°00' West 1,153.15 feet;
thence North 50°30' East 697.7 feet;
thence North 48°05' 34.31" East 125.486 feet;
thence North 50°00' West 200.00 feet;
thence North 47°05' East 100.00 feet;
thence North 1,231.105 feet;
thence West 7,469.172 feet;
thence South 996.437 feet;
thence South 88°30' West 2,494.94 feet
to point of beginning.

Parcel No. 13

Beginning at a point which is North 66°37'
West 2,569.40 feet from the Southwest corner
of Section 30 and the Northwest corner of
Section 31, Township 2 South, Range 4 East,
Salt Lake Meridian;
thence South 86°24' West 1,433.7 feet;
thence North 35°17' West 273.6 feet;
thence South 76°09' West 1,364.7 feet;
thence South 76°00' West 461.00 feet;
thence North 22°09' West 485.90 feet;
thence South 84°27' West 1,500.00 feet;
thence South 22°09' East 600.00 feet;
thence North 84°27' East 731.40 feet;
thence South 76°00' West 293.9 feet;
thence South 35°17' East 319.0 feet;
thence South 64°53' West 537.9 feet;
thence South 20°13' East 600.0 feet;
thence North 62°49' East 578.4 feet;
thence South 10°14' East 194.0 feet;
thence South 38°29' West 559.0 feet;
thence South 57°58' East 555.9 feet;
thence South 75°58' West 266.2 feet;
thence South 12°57' East 500.7 feet;
thence South 81°45' West 896.9 feet;

thence South 28°20' East 600.0 feet;
thence North 83°29' East 294.4 feet;
thence South 63°17' West 1,500.2 feet;
thence South 15°24' West 326.205 feet;
thence South 56°27'13" East 1,843.378 feet;
thence South 59°53'47" East 2,105.156 feet;
thence North 76°12' East 477.461 feet;
thence North 15°24' East 1,008.10 feet;
thence North 3,250.00 feet;
thence East 1,585.572 feet;
thence North 2,170.50 feet to point of
beginning.

Parcel No. 14

Beginning at the corner common to the South-
west corner of Section 19, and the Northwest
corner of Section 30, Township 2 South,
Range 4 East, Salt Lake Meridian;
thence South 01°35' West 137.95 feet;
thence North 76°24' East 177.28 feet;
thence South 04°55' East 575.00 feet;
thence South 44°41' East 26.10 feet;
thence South 36°45' West 147.10 feet;
thence South 45°41' West 214.75 feet;
thence South 00°36' West 3.70 feet;
thence South 56°30' West 794.20 feet;
thence South 63°07' West 231.20 feet;
thence South 129.30 feet;
thence South 64°44' West 250.80 feet;
thence North 24°08' West 21.90 feet;
thence South 83°15' West 489.90 feet;
thence South 47°11' West 489.60 feet;
thence South 06°45' East 133.70 feet;
thence North 83°15' East 886.10 feet;
thence South 63°32' West 372.80 feet;
thence South 35°42' East 308.10 feet;
thence South 75°31' West 388.60 feet;
thence South 21°36' East 612.00 feet;
thence North 89°30' East 1,353.14 feet;
thence South 00°45' East 100.00 feet;
thence East 2,800.00 feet;

thence North 00°31'14.36" West 1,165.40 feet;
 thence North 55°00' West 402.002 feet;
 thence North 35°00' East 500.00 feet;
 thence North 14°27'15" East 552.952 feet;
 thence North 39°00' West 522.33 feet;
 thence South 50°00' West 1,050.51 feet;
 thence North 39°30' West 659.89 feet;
 thence North 00°00'07" East 727.38 feet;
 thence West 1,321.46 feet to point of
 beginning.

Parcel No. 15

Beginning at a point common to the Southeast
 corner of Section 35, the Southwest corner
 of Section 36, Township 1 South, Range 4
 East, Salt Lake Meridian, and the Northeast
 corner of Section 2, and the Northwest corner
 of Section 1, Township 2 South, Range 4
 East, Salt Lake Meridian;
 thence South 89°30'.01" West 2,275.344 feet;
 thence South 15°30' West 1,388.152 feet;
 thence South 00°30' West 1,735.558 feet;
 thence South 37°30'.01" West 272.873 feet;
 thence South 56°30' West 163.979 feet;
 thence South 54°00' West 218.584 feet;
 thence South 65°00'.01" West 216.754 feet;
 thence South 68°00' West 542.323 feet;
 thence South 53°00' West 213.596 feet;
 thence South 00°15' West 44.629 feet;
 thence South 89°55' East 3,972.765 feet;
 thence South 00°00'.01" East 2,652.97 feet;
 thence South 89°45'.01" East 1,352.611 feet;
 thence North 00°00'.01" East 1,340.953 feet;
 thence East 1,352.66 feet;
 thence North 00°00'.01" East 2,686.948 feet;
 thence South 89°30'.01" East 2,705.126 feet;
 thence North 00°00'.01" East 2,717.195 feet;
 thence South 89°30'.01" West 5,378.993 feet
 to point of beginning.

Excluding therefrom the following:

Beginning at a point which is North 89°30' West 1,100 feet from the corner common to the Northwest corner of Section 1 and the Northeast corner of Section 2, Township 2 South, Range 4 East, Salt Lake Meridian;
thence South 4°20' West 185.433 feet;
thence South 00°30' East 1,098.06 feet;
thence South 6°00' East 100.328 feet;
thence South 09°00' East 65.2301 feet;
thence South 12°25' East 105.401 feet;
thence South 16°00' East 60.2457 feet;
thence South 18°30' East 90.3852 feet;
thence South 22°25' East 80.3641 feet;
thence South 27°10' East 85.4125 feet;
thence South 29°20' East 80.3984 feet;
thence South 33°10' East 90.4667 feet;
thence South 37°30' East 100.539 feet;
thence South 42°00' East 80.4457 feet;
thence South 44°20' East 80.4521 feet;
thence South 49°00' East 80.4627 feet;
thence South 51°50' East 80.4676 feet;
thence South 54°30' East 80.4712 feet;
thence South 59°00' East 85.5046 feet;
thence South 62°30' East 90.5353 feet;
thence South 65°40' East 75.4454 feet;
thence South 68°50' East 80.4729 feet;
thence South 73°00' East 110.643 feet;
thence South 77°10' East 875.005 feet;
thence South 89°30' East 1,905.04 feet to the center of Section 1, Township 2 South, Range 4 East, Salt Lake Meridian;
thence North 2,692.58 feet to the Northeast corner of the Northwest Quarter of said Section 1; thence North 89°30' West 3,764.95 feet to the point of beginning.

Parcel No. 16

The following described lots and portions of lots according to the official recorded plats of the Park City Survey:

<u>Block Number</u>	<u>Lot Number</u>
1	South 7 feet of Lot 29, West half of Lot 30.
5	30, 32, 33, 34, South half of Lot 40, 41, 42
11	North 10 feet of Lot 6, 7, 8
13	1, 2
28	South 18 1/3 feet of Lot 13
30	7, 8, North 13 feet of Lot 16, Unplotted land west of Block 30
31	17, 18, 19, 20
32	3, 4, 18, 20, South half of Lot 25, 26, 27, 29, 30, 31, 32
50	1, 2, 3
52	1, 2, 3, 4, 5, 6, 7
53	North half of Lot 13, 14, 19, 20, 21 (less railroad right of way)
54	3, 4, 5, 6, South half of Lot 7, 20, 29, 30 (less railroad right of way)
55	23, 24
56	12, 13, 14

Block NumberLot Number

57	All
58	4, South half of Lot 5
59	4 (less railroad right of way), South 20 feet of Lot 5 (less railroad right of way), West quarter of Lot 12 (less railroad right of way), 28, 29, 30
60	17, 18
61	1, 2, 9, 10, 11, 12, 13, 14, 15, 16, 17 (less railroad right of way)
62	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17
63	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 18, 19, 20, 21
64	4, 5
65	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 (less railroad right of way), 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 (less railroad right of way)
66	1, 2, 3, 4, 5, 6, 7, 8, 9, 10 (less railroad right of way), 11, 12, 13, 14, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 (less railroad right of way)
67	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21 (less railroad right of way)

Block NumberLot Number

68	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 (less railroad right of way)
70	1, 2, 3, 4, 5
73	South 30 feet of Lot 21
74	South 40½ feet of Lot 12, North 1.3 feet of Lot 13, South 50 feet of Lot 13, 15, Part of 24, 29, 30, 31, 32, 33
75	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 48, 49, 50, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107
76	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20
77	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41
78	7, 8, South half of Lot 9, 12, 13, 14, 15, 16, 17, 18, 19, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46, 47, 48, 54, 55
79	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15

Also:

Beginning at the Southwest corner of Lot 10,
Block 56, Park City Survey;
thence South 23°26' East 525.03 feet;
thence North 66°34' East 122.00 feet;
thence North 23°38' West 430.00 feet;
thence North 81°17' West 146.00 feet
to the point of beginning.

Parcel No. 17

The following described lots and portions of lots
according to the official recorded plats of
Snyder Addition to Park City:

<u>Block Number</u>	<u>Lot Number</u>
3	29
11	16
14	12, 13, 14, 15, South half of Lot 17, 18
19	1, 2, 9, 10, 11, 12, 23, 24, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 39, 40, 41, 42, 43, 44
20	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
25	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38
28	30
36	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16
37	All

Also:

East half of Block 56, Snyder Addition to Park City Survey.

Beginning at a point which is North $54^{\circ}01'$ East 87.3 feet from the Northeast corner of Block 57, Snyder Addition to Park City;
thence South $33^{\circ}20'$ East 780.8 feet;
thence South $30^{\circ}23'$ East 229.00 feet;
thence South $54^{\circ}01'$ West 59.4 feet;
thence North $32^{\circ}48'$ West 1,011.70 feet;
thence North $54^{\circ}01'$ East 50.00 feet to the point of beginning.

Beginning at the Southeast corner of Block 7, Park City Survey;
thence South $66^{\circ}52'$ West 66.8 feet;
thence North $29^{\circ}11'$ West 94.4 feet;
thence North $42^{\circ}05'$ West 1.94 feet;
thence North $28^{\circ}50'$ West 29.25 feet;
thence North $61^{\circ}10'$ East 72.1 feet;
thence South $32^{\circ}25'$ East 47.61 feet;
thence South $23^{\circ}38'$ East 84.98 feet to the point of beginning.

Excluding therefrom existing railroad right of way.

*

Parcel No. 18

Beginning at a point which is South 48°50'19"
East 1,632.96 feet from the Northwest corner
of Section 16, Township 2 South, Range 4
East, Salt Lake Meridian;
thence South 24°19'16" West 349.40 feet;
thence North 89°30'41" West 469.02 feet;
thence North 13°58'25" East 443.11 feet;
thence East 505.90 feet;
thence South 115.61 feet to the point of
beginning.

Also:

That portion of the second floor of Building
A, Treasure Mountain Inn, a condominium,
situated in Park City, Summit County, State
of Utah, designated as Units B, C, D and E
of said Building A according to the Declara-
tion of Covenants, Conditions, Restrictions
and Record of Survey Filed for Record as Entry
No. 100386, in the office of the County
Recorder of Summit County, Utah.

Subject to and together with all applicable
or appurtenant easements, covenants and
restrictions contained in the Declaration
of Covenants, Conditions, Restrictions of
Treasure Mountain Inn, Inc., and Exhibits
thereto, recorded in the office of the County
Recorder of Summit County, Utah, February 5,
1965, as Entries No. 100386 and 100387.

supplies and materials utilized by it in and upon such premises, and that Company, and not UPC, will be solely responsible for all debts and expenses incurred in operations under this Agreement.

12. Access. Company agrees to use existing access to the Property and to not construct any new roads or make other permanent or semi-permanent changes to the Property without the prior written consent of UPC. Upon expiration or termination of this Agreement, Company agrees, within 90 days, to remove all equipment, fixtures or other structures or improvements placed upon the Property by Company, and, if requested by UPC, to reasonably restore the Property to a uniform condition consistent with its use under this Agreement.

13. Taxes and Assessments. Company agrees that it will pay all taxes which are levied or assessed against, or with relation to the removal or disposition of Aggregate from the Property by Company, or against any activities by Company or in connection with the Property.

14. Inspection by UPC. UPC or its duly authorized agent or representative shall have the right, at all times, to inspect all work being conducted by Company on the Property.

15. Termination Activities.

(a) Company agrees, promptly upon completion of removal of all Aggregate from the Property or upon termination or expiration of this Agreement, to restore all damage to the Property caused by or resulting from activities conducted by or on behalf of Company upon the Property.

(b) All Aggregate or equipment remaining on the Property 90 days following termination or expiration of this

Agreement, whether stockpiled or otherwise, shall become the property of UPC and Company shall have no further claim upon such materials.

(c) Company agrees, upon expiration or termination of this Agreement, to provide UPC with a suitable release of this Agreement, properly executed and acknowledged and in a form satisfactory to UPC.

16. Indemnity. Company agrees that all persons entering on the Property on behalf or for the benefit of Company will be advised of hazards associated with its operations and shall enter on the Property solely at the risk of such persons and Company. Company agrees that it will indemnify, defend and hold UPC, and its officers, directors, employees and agents, harmless from and against any claims, demands, or causes of action which are or might be made against them arising out of injuries to or death of persons entering upon the Property pursuant hereto, or damage to the property of any such persons or of Company arising or occurring while in or upon the Property, as well as any claims resulting from acts or negligence of persons who enter on the Property pursuant hereto, and any claims arising out of or as a result of action taken on the Property or from the sale of Aggregate by Company or its employees or representatives. Company will not be responsible for acts of UPC, or others utilizing the Property, which are beyond the control of Company.

17. Default.

(a) Should Company default in the performance of any of the terms hereof, UPC shall give written notice to Company of such asserted default. Company shall have a period of

ten days from the receipt of such notice within which to correct the default of which it has received notice. Should Company fail to correct such default within the ten day period, UPC may, at its election, cancel and terminate this Agreement. It is agreed that in addition to the remedy of cancellation and termination, UPC shall also have the right by appropriate legal action, to compel specific performance by Company of its obligations hereunder, to enjoin any default or breach by Company, or to recover damages including reasonable attorneys' fees, from Company.

(b) The waiver of any breach of any covenant, condition, or stipulation contained herein shall not be taken to be a waiver of any subsequent breach of the same or any other covenant, condition or stipulation, nor shall any failure of UPC to enforce rights or seek remedies upon any default of Company hereunder, prejudice or affect the rights or remedies of UPC in the event of any subsequent default of Company.

18. Notice.

(a) Any notice or delivery of information to be given hereunder shall be sufficient if given in writing by certified or registered mail, or if delivered personally, and in either case, addressed as follows:

To Company:

Wortley & Company
1781 Texas Street
Salt Lake City, Utah 84108

To UPC:

United Park City Mines Company
309 Kearns Building
Salt Lake City, Utah 84101
Attn: E. L. Osika, Jr.

or to such other address or addresses as Company or UPC may from time to time designate to the other in writing.

(b) Service of notice by mail shall be deemed effective and complete 24 hours following the date of posting and mailing thereof, with postage prepaid, and addressed as aforesaid. Service of notice delivered personally shall be deemed effective and complete at the time of delivery.

19. No Assignment. Company shall not have the right to sell, assign, transfer or convey its rights hereunder or any portion thereof without the written consent of UPC having been first had and obtained.

20. Inurement. Subject to the limitations set forth in Paragraph 19 hereof, this Agreement is and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

21. Independent Contractor. For all purposes hereof, Company shall be deemed to be an independent contractor and shall not be deemed to be the agent, employee or legal representative of UPC, or have any right to bind UPC in any manner whatsoever.

22. Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

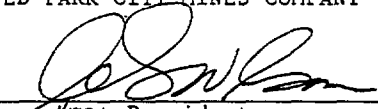
23. Termination. Either party hereto shall have the right to terminate this Agreement upon 30 days' written notice to the other party. The termination, expiration or surrender of this Agreement shall not affect any obligations of either

party that have accrued prior to the date of termination, expiration or surrender and, in particular, those relating to reclamation.

DATED as of the day and year first above written.

UNITED PARK CITY MINES COMPANY

By

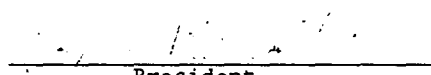

Vice President

ATTEST:

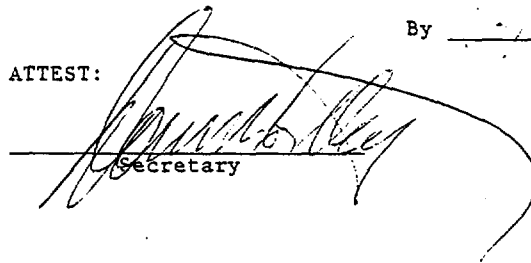

Secretary

WORTLEY COMPANY

By


President

ATTEST:


Secretary

AGREEMENT FOR MINING AND REMOVAL
OF AGGREGATE

THIS AGREEMENT, made and entered into as of April 20, 1982, is by and between UNITED PARK CITY MINES COMPANY, a Delaware corporation (herein called "UPC"), and WORTLEY COMPANY, a Utah corporation (herein called "Company").

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, UPC and Company agree as follows:

1. Grant.

(a) UPC grants to Company the non-exclusive right, during the term of this Agreement, to mine, store and remove rock, stone, sand and gravel aggregate ("Aggregate") situated in, on or under the following described land (the "Property") in Summit County, Utah:

Beginning at a point South 1908.69 feet and West 1700.62 feet from the Northeast corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 33°01'33" East 495.00 feet; thence South 56°58'27" East 440.0 feet; thence South 33°01'33" West 495.00 feet; thence North 56°58'27" West 440.00 feet to the point of beginning, containing five acres, more or less.

(b) Company may remove Aggregate in such quantities as Company shall determine and may sell or otherwise dispose of the Aggregate so removed in any manner seen fit by Company.

2. Work Plans. Company agrees to remove Aggregate only from specific areas of the Property in a manner approved in advance by UPC. Prior to removal of Aggregate from the

Property, Company shall advise UPC in writing as to the area from which it desires to remove Aggregate and obtain the specific permission of UPC for such removal prior to commencing operations. UPC shall have the right to restrict removal of Aggregate from any portion of the Property at any time at its sole discretion and shall have no liability to Company in the event that UPC elects to do so, provided that if the area concerned is in use a reasonable amount of time will be allowed to relocate the operation. Company may submit additional or revised written plans to UPC for approval from time to time as its needs for Aggregate dictate.

3. Term. The term of this Agreement shall commence as of April 20, 1982, and shall expire at midnight on April 19, 1983, unless sooner terminated by either party hereto as set forth below.

4. Royalty.

[Handwritten: \$0.50] (a) Company agrees to pay UPC the sum of *[Handwritten: fifty]* ~~sixty~~ cents (\$.60) per ton for each ton of Aggregate removed by Company from the Property.

(b) Company shall withhold from royalties payable pursuant to Section 4(a) an amount equal to 4% thereof, and shall remit the same to the Utah State Tax Commission for credit to the account of UPC as required by Sections 69-29-1 to 59-29-4, Utah Code Annotated, 1953.

(c) Company agrees that each truckload of Aggregate removed from the Property will be ticketed as to the amount of Aggregate contained therein. If certified scales are, or become, available in or around Park City, Utah, each truckload of Aggregate shall be weighed on such scales and a

weight ticket bearing the date and total weight thereof will be obtained. If scales are not available, Company shall make reasonable and accurate weight estimates in a manner satisfactory to UPC, such as by determination of the volume of Aggregate mined, and conversion of that volume to weight. Company shall maintain records as to the total tonnage of Aggregate so removed by Company from the Property and shall keep a copy of each truck ticket, invoice and weight ticket generated in connection with removal of Aggregate from the Property.

(d) On or before the 15th day of each month during the term hereof, Company will deliver to UPC a certified statement setting forth the total tonnage of Aggregate removed by Company from the Property during the preceding calendar month together with the amounts withheld and paid to the Utah State Tax Commission during said month pursuant to Section 4(a) above. Said statement shall be accompanied by copies of the truck and weight tickets, if available, or the basis for weight estimates for each load of Aggregate removed from the Property during the preceding month. Concurrently with delivery of said statement, Company shall pay to UPC the sum of ^{.50}~~\$.60~~ per ton for each ton of Aggregate removed from the Property during the preceding calendar month as set forth in said statement less amounts withheld and paid to the Utah State Tax Commission during said month pursuant to Section 4(b) above.

(e) Company shall keep full, complete and accurate books, records and accounts of all mining, sales and other operations hereunder and, if requested by UPC, shall furnish such additional information as is necessary to enable UPC to independently determine the accuracy of the quantities of

Aggregate reported by Company. All books, records, accounts and other information relating to this Agreement shall be open to inspection by UPC or its authorized agents at all reasonable times.

5. No Warranties. This Agreement is executed by UPC without warranties or representations as to title or otherwise. It is agreed that this Agreement shall relate only to such rights and title as UPC has in or with relation to the Property and the Aggregate. Company acknowledges that UPC has made no warranties or representations with relation to the title of UPC to the Property or to, or the location, quantity or extent of, any Aggregate on the Property or the nature, condition or usability thereof.

6. Limitation on Mineral Extraction. This Agreement shall relate only to Aggregate, and under no circumstances shall Company have the right to remove any materials from the Property for the purpose of extraction of the metal, or mineral content thereof or for sale thereof to a smelter for such purpose.

7. Nonexclusive Use. It is understood and agreed that all activities of Company on the Property shall be conducted in such a manner as does not obstruct or interfere with or impair use of the Property by UPC or by others. In particular, the rights of Utah Power and Light Company and Union Pacific Railroad Company for utility transmission or railroad purposes and Park City Municipal Corporation under the terms of a Lease dated October 12, 1973, by and between United Park City Mines Company, Greater Park City Company and Park City and a First Amendment to Lease dated effective as of August 1, 1981, between United Park City Mines Company, Noranda Mining Inc. and

Park City Municipal Corporation shall not be impaired. Without limiting the foregoing, UPC specifically reserves the right and privilege to mine and remove Aggregate or other minerals or materials for its own use from the Property.

8. Operations. Company agrees to conduct all operations on the Property in a minerlike and safe manner.

9. Laws and Regulations.

(a) Company agrees to carry such insurance covering all persons working on the Property for Company, as will fully comply with the provisions of the statutes of the State of Utah covering workmens' compensation and occupational disease and disability as are now in force, or as may be hereafter amended or enacted.

(b) Company agrees to comply with all of the terms and provisions of all applicable laws of the State of Utah and the United States of America now existing or as hereafter amended or enacted and to indemnify and hold UPC harmless from payment of any damages occasioned by Company's failure to comply with said laws.

(c) Without limiting the foregoing, Company expressly agrees to perform all activities required by the Utah Mined Land Reclamation Act and the regulations promulgated thereunder, if applicable, and to provide UPC with a copy of all notices, plans or agreements entered into with the State of Utah with regard to that act and regulations.

10. Insurance.

(a) Company agrees that it will purchase and, at all times during the term of this Agreement, maintain public liability and property damage insurance covering all operations

by or on behalf of Company upon the Property, which insurance shall be issued by an insurance company acceptable to UPC and shall have limits of liability not less than as follows:

Personal Injury:

Each Person \$1,000,000

Each Accident \$1,000,000

Property Damage:

Each Accident \$ 250,000

(b) Company agrees that prior to entry by Company upon the Property, it will furnish to UPC a copy of a certificate, issued by the appropriate insurance company or insurance companies, evidencing that such insurance is in effect, and agreeing that it will not be cancelled without giving at least 10 days advance written notice to UPC.

11. Liens and Encumbrances.

(a) Company agrees to assume, pay and discharge any and all liabilities, claims or demands arising out of labor or materials furnished to or for the benefit of Company or the Property, or in any way connected with activities or work by or on behalf of Company upon the Property, and that it will maintain the Property free and clear of any and all liens, claims or encumbrances of any type or description whatsoever, arising out of failure of Company to make such payments when due.

(b) Company shall forthwith post and thereafter keep posted in conspicuous places at the entrances to the Property such notices as may be necessary to adequately notify all persons who may come in or upon the Property that the same is held by Company under the terms of this Agreement and that Company is and shall be liable for all labor performed and



309 KEARNS BUILDING
SALT LAKE CITY, UTAH 84101

October 27, 1986

Mr. Ray Wortley, President
Wortley Company
P. O. Box 102
Park City, Utah 84060


Dear Mr. Wortley;

Re: Renewal of October 1, 1983, Agreement for the
Mining and Removal of Aggregate

Pursuant to our recent conversation, I herewith confirm that we are willing to renew the "October 1, 1983, Agreement for Mining and Removal of Aggregate" by and between United Park City Mines Company, as Lessor, and Wortley Company, as Lessee (a copy of said Agreement is here attached for your reference) under the same provisions and conditions as stated in the "Agreement." The term of this "Renewal" shall be three (3) years and shall commence on November 1, 1986, and shall expire at midnight on October 31, 1989, unless sooner terminated under the provisions of the original "Agreement."

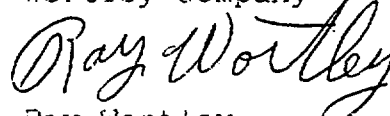
If you are in agreement with the above stated terms and conditions, please execute both copies of this letter, retain one (1) copy for your files and return the remaining letter to me.

Yours truly,


E. L. Osika, Jr.
Vice President

The above stated terms and conditions are acknowledged and agreed to this 30th day of October, 1986.

Wortley Company


Ray Wortley
President

AGREEMENT FOR MINING AND REMOVAL
OF AGGREGATE

THIS AGREEMENT, made and entered into as of October 1, 1983, is by and between UNITED PARK CITY MINES COMPANY, a Delaware corporation (herein called "UPC"), and WORTLEY COMPANY, a Utah corporation (herein called "Company").

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, UPC and Company agree as follows:

1. Grant.

(a) UPC grants to Company the non-exclusive right, during the term of this Agreement, to mine, store and remove rock, stone, sand and gravel aggregate ("Aggregate") situated in, on or under the following described land (the "Property") in Summit County, Utah:

Beginning at a point South 1908.69 feet and West 1700.62 feet from the Northeast corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 33°01'33" East 495.00 feet; thence South 56°58'27" East 440.0 feet; thence South 33°01'33" West 495.00 feet; thence North 56°58'27" West 440.00 feet to the point of beginning, containing five acres, more or less; and,

Beginning at a point South 2323.71 feet and West 1970.40 feet from the Northeast corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 33°01'33" East 495.00 feet; thence South 56°58'27" East 440.00 feet; thence South 33°01'33" West 495.00 feet; thence North 56°58'27" West 440.00 feet to the point of beginning; and beginning at a point South 1908.69 feet and West 1700.62 feet from the Northeast corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 33°01'33" East 495.00 feet; thence South 56°58'27" East 440.00 feet; thence South 33°01'33" West 495.00 feet; thence North 56°58'27" West 440.00 feet to the point of beginning.

(b) Company may remove Aggregate in such quantities as Company shall determine and may sell or

otherwise dispose of the Aggregate so removed in any manner seen fit by Company.

2. Work Plans. Company agrees to remove Aggregate only from specific areas of Property in a manner approved in advance by UPC. Prior to removal of Aggregate from the Property, Company shall advise UPC in writing as to the area from which it desires to remove Aggregate and obtain the specific permission of UPC for such removal prior to commencing operations. UPC shall have no liability to Company in the event that UPC elects to do so, provided that if the area concerned is in use a reasonable amount of time will be allowed to relocate the operation. Company may submit additional or revised written plans to UPC for approval from time to time as its needs for Aggregate dictate.

3. Term. The term of this Agreement shall commence as of April 20, 1983, and shall expire at midnight on October 31, 1986, unless sooner terminated by either party hereto as set for the below.

4. Royalty.

(a) Company agrees to pay UPC the sum of fifty cents (\$0.50) per ton for each ton of Aggregate removed by Company from the Property.

(b) Company shall withhold from royalties payable pursuant to Section 4(a) an amount equal to 4% thereof, and shall remit the same to the Utah State Tax Commission for credit to the account of UPC as required by Sections 69-29-1 to 59-29-4, Utah Code Annotated, 1953.

(c) Company agrees that each truckload of Aggregate removed from the Property will be ticketed as to the amount of Aggregate contained therein. If certified scales are, or become, available in or around Park City,

Utah, each truckload of Aggregate shall be weighed on such scales and a weigh ticket bearing the date and total weight thereof will be obtained. If scales are not available, Company shall make reasonable and accurate weight estimates in a manner satisfactory to UPC, such as by determination of the volume of Aggregate mined, and conversion of that volume to weight. Company shall maintain records as to the total tonnage of Aggregate so removed by Company from the Property and shall keep a copy of each truck ticket, invoice and weight ticket generated in connection with removal of Aggregate from the Property.

(d) On or before the 15th day of each month during the term hereof, Company will deliver to UPC a certified statement setting forth the total tonnage of Aggregate removed by Company from the Property during the preceding calendar month together with the amounts withheld and paid to the Utah State Tax Commission during said month pursuant to Section 4(a) above. Said statement shall be accompanied by copies of the truck and weight tickets, if available, or the basis for weight estimates for each load of Aggregate removed from the Property during the preceding month. Concurrently with delivery of said statement, Company shall pay to UPC the sum of .50 per ton for each ton of Aggregate removed from the Property during the preceding calendar month as set forth in said statement less amounts withheld and paid to the Utah State Tax Commission during said month pursuant to Section 4(b) above.

(e) Company shall keep full, complete and accurate books, records and accounts of all mining, sales and other operations hereunder and, if requested by UPC, shall furnish such additional information as is necessary to enable UPC to independently determine the accuracy of the

quantities of Aggregate reported by Company. All books, records, accounts and other information relating to this Agreement shall be open to inspection by UPC or its authorized agents at all reasonable times.

5. No Warranties. This Agreement is executed by UPC without warranties or representations as to title or otherwise. It is agreed that this Agreement shall relate only to such rights and title as UPC has in or with relation to the title of UPC to the Property or to, or the location, quantity or extent of, any Aggregate on the Property or the nature, condition or usability thereof.

6. Limitation on Mineral Extraction. This Agreement shall relate only to Aggregate, and under no circumstances shall Company have the right to remove any materials from the Property for the purpose of extraction of the metal, or mineral content thereof or for sale thereof to a smelter for such purpose.

7. Nonexclusive Use. It is understood and agreed that all activities of Company on the Property shall be conducted in such a manner as does not obstruct or interfere with or impair use of the Property by UPC or by others. In particular, the rights of Utah Power and Light Company and Union Pacific Railroad Company for utility transmission or railroad purposes and Park City Municipal Corporation under the terms of a Lease dated October 12, 1973, by and between United Park City Mines Company, Greater Park City Company and Park City and a First Amendment to Lease dated effective as of August 1, 1981, between United Park City Mines Company, Noranda Mining Inc. and Park City Municipal Corporation shall not be impaired. Without limiting the foregoing, UPC specifically reserves the right

and privilege to mine and remove Aggregate or other minerals or materials for its own use from the Property.

8. Operations. Company agrees to conduct all operations on the Property in a minerlike and safe manner.

9. Laws and Regulations.

(a) Company agrees to carry such insurance covering all persons working on the Property for Company, as will fully comply with the provisions of the statutes of the State of Utah covering workmens' compensation and occupational disease and disability as are now in force, or as may be hereafter amended or enacted.

(b) Company agrees to comply with all of the terms and provisions of all applicable laws of the State of Utah and the United States of America now existing or as hereafter amended or enacted and to indemnify and hold UPC harmless from payment of any damages occasioned by Company's failure to comply with said laws.

(c) Without limiting the foregoing, Company expressly agrees to perform all activities required by the Utah Mined Land Reclamation Act and the regulations promulgated thereunder, if applicable, and to provide UPC with a copy of all notices, plans or agreements entered into with the State of Utah with regard to that act and regulations.

10. Insurance.

(a) Company agrees that it will purchase and, at all times during the term of this Agreement, maintain public liability and property damage insurance covering all operations by or on behalf of Company upon the Property, which insurance shall be issued by an insurance company acceptable to UPC and shall have limits or liability not less than as follows:

Personal Injury:

Each Person \$1,000,000

Each Accident 1,000,000

Property Damage:

Each Accident \$ 250,000

(b) Company agrees that prior to entry by Company upon the Property, it will furnish to UPC a copy of a certificate, issued by the appropriate insurance company or insurance companies, evidencing that such insurance is in effect, and agreeing that it will not be cancelled without giving at least 10 days advance written notice to UPC.

11. Liens and Encumbrances.

(a) Company agrees to assume, pay and discharge any and all liabilities, claims or demands arising out of labor or materials furnished to or for the benefit of Company or the Property, or in any way connected with activities or work by or on behalf of Company upon the Property, and that it will maintain the Property free and clear of any and all liens, claims or encumbrances of any type or description whatsoever, arising out of failure of Company to make such payments when due.

(b) Company shall forthwith post and thereafter keep posted in conspicuous places at the entrances to the Property such notices as may be necessary to adequately notify all persons who may come in or upon the Property that the same is held by Company under the terms of this Agreement and that Company is and shall be liable for all labor performed and supplies and materials utilized by it in and upon such premises, and that Company, and not UPC, will be solely responsible for all debts and expenses incurred in operations under this Agreement.

12. Access. Company agrees to use existing access to the Property and to not construct any new roads or make other permanent or semi-permanent changes to the Property without the prior written consent of UPC. Upon expiration or termination of this Agreement, Company agrees, within 90 days, to remove all equipment, fixtures or other structures or improvements placed upon the Property to a uniform condition consistent with its use under this Agreement.

13. Taxes and Assessments. Company agrees that it will pay all taxes which are levied or assessed against, or with relation to the removal or disposition of Aggregate for the Property by Company, or against any activities by Company or in connection with the Property.

14. Inspection by UPC. UPC or its duly authorized agent or representative shall have the right, at all times, to inspect all work being conducted by Company on the Property.

15. Termination Activities.

(a) Company agrees, promptly upon completion of removal of all Aggregate from the Property or upon termination or expiration of this Agreement, to restore all damage to the Property caused by or resulting from activities conducted by or on behalf of Company upon the Property.

(b) All Aggregate or equipment remaining on the Property 90 days following termination or expiration of this Agreement, whether stockpiled or otherwise, shall become the property of UPC and Company shall have no further claim upon such materials.

(c) Company agrees, upon expiration or termination of this Agreement, to provide UPC with a

suitable release of this Agreement, properly executed and acknowledged and in a form satisfactory to UPC.

16. Indemnity. Company agrees that all persons entering on the Property on behalf or for the benefit of Company will be advised of hazards associated with its operations and shall enter on the Property solely at the risk of such persons and Company. Company agrees that it will indemnify, defend and hold UPC, and its officers, directors, employees and agents, harmless from and against any claims, demands, or causes of action which are or might be made against them arising out of injuries to or death of persons entering upon the Property, as well as any claims arising out of or as a result of action taken on the Property or from the sale of Aggregate by Company or its employees or representatives. Company will not be responsible for acts of UPC, or other utilizing the Property, which are beyond the control of Company.

17. Default

(a) Should Company default in the performance of any of the terms hereof, UPC shall give written notice to Company of such asserted default. Company shall have a period of ten days from the receipt of such notice within which to correct the default of which it has received notice. Should Company fail to correct such default within the ten day period, UPC may, at its election, cancel and terminate this Agreement. It is agreed that in addition to the remedy of cancellation and termination, UPC shall also have the right by appropriate legal action, to compel specific performance by Company of its obligations hereunder, to enjoin any default or breach by Company, or to recover damages including reasonable attorneys' fees, from Company.

(b) The waiver of any breach of any covenant, condition, or stipulation contained herein shall not be taken to be a waiver of any subsequent breach of the same or any other covenant, condition or stipulation, nor shall any failure of UPC to enforce rights or seek remedies upon any default of Company hereunder, prejudice or affect the rights or remedies of UPC in the event of any subsequent default of Company.

18. Notice.

(a) Any notice or delivery of information to be given hereunder shall be sufficient if given in writing by certified or registered mail, or if delivered personally, and in either case, addressed as follows:

To Company:

Wortley & Company
1781 Texas Street
Salt Lake City, Utah 84108

To UPC:

United Park City Mines Company
309 Kearns Building
Salt Lake City, Utah 84101
Attn: E. L. Osika, Jr.

or to such other address or addresses as Company or UPC may from time to time designate to the other in writing.

(b) Service of notice by mail shall be deemed effective and complete 24 hours following the date of posting and mailing thereof, with postage prepaid, and addressed as aforesaid. Service of notice delivered personally shall be deemed effective and complete at the time of delivery.

19. No Assignment. Company shall not have the right to sell, assign, transfer or convey its rights hereunder or any portion thereof without the written consent of UPC having been first had and obtained.

20. Inurement. Subject to the limitations set forth in Paragraph 19 hereof, this Agreement is and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

21. Independent Contractor. For all purposed hereof, Company shall be deemed to be an independent contractor and shall not be deemed to be the agent, employee or legal representative of UPC, or have any right to bind UPC in any manner whatsoever.

22. Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

23. Termination. Either party hereto shall have the right to terminate this Agreement upon 30 days' written notice to the other party. The termination, expiration or surrender of this Agreement shall not affect any obligations of either party that have accrued prior to the date of termination, expiration or surrender and, in particular, those relating to reclamation.

DATED as of the day and year First above written.

UNITED PARK CITY MINES COMPANY

BY [Signature]
President

ATTEST:

[Signature]
Secretary

WORTLEY COMPANY

By Ray Wortley
President

ATTEST:

[Signature]
Secretary

AGREEMENT FOR MINING AND REMOVAL
OF TAILINGS

THIS AGREEMENT, made and entered into as of April 20, 1982, is by and between UNITED PARK CITY MINES COMPANY, a Delaware corporation (herein called "UPC"), and WORTLEY COMPANY, a Utah corporation (herein called "Company").

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, UPC and Company agree as follows:

1. Grant.

(a) UPC grants to Company the non-exclusive right, during the term of this Agreement, to mine, store and remove sand tailings ("Tailings") situated in, on or under the following described land (the "Property") in Summit County, Utah:

Beginning at a point which is North 89°30' West 1100 feet from the Northwest corner of Section 1, Township 2 South, Range 2 East, Salt Lake Meridian; thence South 0°20' West 185.433 feet; thence South 00°30' East 1098.06 feet; thence South 6°30' East 100.328 feet; thence South 9°00' East 65.2301 feet; thence South 12°25' East 105.401 feet; thence South 16°00' East 60.2457 feet; thence South 18°30' East 90.3852 feet; thence South 22°25' East 80.3641 feet; thence South 27°10' East 85.4125 feet; thence South 29°20' East 80.3984 feet; thence South 33°10' East 90.4667 feet; thence South 37°30' East 100.539 feet; thence South 40°00' East 1485.27 feet; thence North 80°00' East 2544.82 feet; thence North 40.00 feet to the center of Section 1, Township 2 South, Range 4 East, Salt Lake Meridian; thence North 2692.59 feet to the Northeast corner of the Northwest Quarter of said Section 1; thence North 89°30' West 3764.95 feet to the point of beginning.

(b) Company may remove Tailings in such quantities as Company shall determine and may sell or otherwise dispose of the Tailings so removed in any manner seen fit by Company.

2. Work Plans. Company agrees to remove Tailings only from specific areas of the Property in a manner approved in advance by UPC. Prior to removal of Tailings from the Property, Company shall advise UPC in writing as to the area from which it desires to remove Tailings and obtain the specific permission of UPC for such removal prior to commencing operations. UPC shall have the right to restrict removal of Tailings from any portion of the Property at any time at its sole discretion and shall have no liability to Company in the event that UPC elects to do so, provided that if the area concerned is in use a reasonable amount of time will be allowed to relocate the operation. Company may submit additional or revised written plans to UPC for approval from time to time as its needs for Tailings dictate.

3. Term. The term of this Agreement shall commence as of April 20, 1982, and shall expire at midnight on April 19, 1983, unless sooner terminated by either party hereto as set forth below.

4. Royalty.

(a) Company agrees to pay UPC the sum of fifty cents (\$.50) per ton for each ton of Tailings removed by Company from the Property.

(b) Company shall withhold from royalties payable pursuant to Section 4(a) an amount equal to 4% thereof, and shall remit the same to the Utah State Tax Commission for

credit to the account of UPC as required by Sections 69-29-1 to 59-29-4, Utah Code Annotated, 1953.

(c) Company agrees that each truckload of Aggregate removed from the Property will be ticketed as to the amount of Tailings contained therein. If certified scales are, or become, available in or around Park City, Utah, each truckload of Tailings shall be weighed on such scales and a weight ticket bearing the date and total weight thereof will be obtained. If scales are not available, Company shall make reasonable and accurate weight estimates in a manner satisfactory to UPC, such as by determination of the volume of Aggregate mined, and conversion of that volume to weight. Company shall maintain records as to the total tonnage of Tailings so removed by Company from the Property and shall keep a copy of each truck ticket, invoice and weight ticket generated in connection with removal of Tailings from the Property.

(d) On or before the 15th day of each month during the term hereof, Company will deliver to UPC a certified statement setting forth the total tonnage of Tailings removed by Company from the Property during the preceding calendar month together with the amounts withheld and paid to the Utah State Tax Commission during said month pursuant to Section 4(a) above. Said statement shall be accompanied by copies of the truck and weight tickets, if available, or the basis for weight estimates for each load of Tailings removed from the Property during the preceding month. Concurrently with delivery of said statement, Company shall pay to UPC the sum of \$.50 per ton for each ton of Tailings removed from the Property during the preceding calendar month as set forth in said statement less

amounts withheld and paid to the Utah State Tax Commission during said month pursuant to Section 4(b) above.

(e) Company shall keep full, complete and accurate books, records and accounts of all mining, sales and other operations hereunder and, if requested by UPC, shall furnish such additional information as is necessary to enable UPC to independently determine the accuracy of the quantities of Tailings reported by Company. All books, records, accounts and other information relating to this Agreement shall be open to inspection by UPC or its authorized agents at all reasonable times.

5. No Warranties. This Agreement is executed by UPC without warranties or representations as to title or otherwise. It is agreed that this Agreement shall relate only to such rights and title as UPC has in or with relation to the Property and the Tailings. Company acknowledges that UPC has made no warranties or representations with relation to the title of UPC to the Property or to, or the location, quantity or extent of, any Tailings on the Property or the nature, condition or usability thereof.

6. Limitation on Mineral Extraction. This Agreement shall relate only to Tailings, and under no circumstances shall Company have the right to remove any materials from the Property for the purpose of extraction of the metal, or mineral content thereof or for sale thereof to a smelter for such purpose.

7. Nonexclusive Use. It is understood and agreed that all activities of Company on the Property shall be conducted in such a manner as does not obstruct or interfere with or

impair use of the Property by UPC or by others. In particular, the rights of Utah Power and Light Company and Union Pacific Railroad Company for utility transmission or railroad purposes and Park City Municipal Corporation under the terms of a Lease dated October 12, 1973, by and between United Park City Mines Company, Greater Park City Company and Park City and a First Amendment to Lease dated effective as of August 1, 1981, between United Park City Mines Company, Noranda Mining Inc. and Park City Municipal Corporation shall not be impaired. Without limiting the foregoing, UPC specifically reserves the right and privilege to mine and remove Tailings or other minerals or materials for its own use from the Property.

8. Operations. Company agrees to conduct all operations on the Property in a minerlike and safe manner.

9. Laws and Regulations.

(a) Company agrees to carry such insurance covering all persons working on the Property for Company, as will fully comply with the provisions of the statutes of the State of Utah covering workmens' compensation and occupational disease and disability as are now in force, or as may be hereafter amended or enacted.

(b) Company agrees to comply with all of the terms and provisions of all applicable laws of the State of Utah and the United States of America now existing or as hereafter amended or enacted and to indemnify and hold UPC harmless from payment of any damages occasioned by Company's failure to comply with said laws.

(c) Without limiting the foregoing, Company expressly agrees to perform all activities required by the Utah

Mined Land Reclamation Act and the regulations promulgated thereunder, if applicable, and to provide UPC with a copy of all notices, plans or agreements entered into with the State of Utah with regard to that act and regulations.

10. Insurance.

(a) Company agrees that it will purchase and, at all times during the term of this Agreement, maintain public liability and property damage insurance covering all operations by or on behalf of Company upon the Property, which insurance shall be issued by an insurance company acceptable to UPC and shall have limits of liability not less than as follows:

Personal Injury:

Each Person \$1,000,000

Each Accident \$1,000,000

Property Damage:

Each Accident \$ 250,000

(b) Company agrees that prior to entry by Company upon the Property, it will furnish to UPC a copy of a certificate, issued by the appropriate insurance company or insurance companies, evidencing that such insurance is in effect, and agreeing that it will not be cancelled without giving at least 10 days advance written notice to UPC.

11. Liens and Encumbrances.

(a) Company agrees to assume, pay and discharge any and all liabilities, claims or demands arising out of labor or materials furnished to or for the benefit of Company or the Property, or in any way connected with activities or work by or on behalf of Company upon the Property, and that it will maintain the Property free and clear of any and all liens, claims

or encumbrances of any type or description whatsoever, arising out of failure of Company to make such payments when due.

(b) Company shall forthwith post and thereafter keep posted in conspicuous places at the entrances to the Property such notices as may be necessary to adequately notify all persons who may come in or upon the Property that the same is held by Company under the terms of this Agreement and that Company is and shall be liable for all labor performed and supplies and materials utilized by it in and upon such premises, and that Company, and not UPC, will be solely responsible for all debts and expenses incurred in operations under this Agreement.

12. Access. Company agrees to use existing access to the Property and to not construct any new roads or make other permanent or semi-permanent changes to the Property without the prior written consent of UPC. Upon expiration or termination of this Agreement, Company agrees, within 90 days, to remove all equipment, fixtures or other structures or improvements placed upon the Property by Company, and, if requested by UPC, to reasonably restore the Property to a uniform condition consistent with its use under this Agreement.

13. Taxes and Assessments. Company agrees that it will pay all taxes which are levied or assessed against, or with relation to the removal or disposition of Tailings from the Property by Company, or against any activities by Company or in connection with the Property.

14. Inspection by UPC. UPC or its duly authorized agent or representative shall have the right, at all times, to inspect all work being conducted by Company on the Property.

15. Termination Activities.

(a) Company agrees, promptly upon completion of removal of all Tailings from the Property or upon termination or expiration of this Agreement, to restore all damage to the Property caused by or resulting from activities conducted by or on behalf of Company upon the Property.

(b) All Tailings or equipment remaining on the Property 90 days following termination or expiration of this Agreement, whether stockpiled or otherwise, shall become the property of UPC and Company shall have no further claim upon such materials.

(c) Company agrees, upon expiration or termination of this Agreement, to provide UPC with a suitable release of this Agreement, properly executed and acknowledged and in a form satisfactory to UPC.

16. Indemnity. Company agrees that all persons entering on the Property on behalf or for the benefit of Company will be advised of hazards associated with its operations and shall enter on the Property solely at the risk of such persons and Company. Company agrees that it will indemnify, defend and hold UPC, and its officers, directors, employees and agents, harmless from and against any claims, demands, or causes of action which are or might be made against them arising out of injuries to or death of persons entering upon the Property pursuant hereto, or damage to the property of any such persons or of Company arising or occurring while in or upon the Property, as well as any claims resulting from acts or negligence of persons who enter on the Property pursuant hereto, and any claims arising out of or as a result of action taken on the

Property or from the sale of Tailings by Company or its employees or representatives. Company will not be responsible for acts of UPC, or others utilizing the Property, which are beyond the control of Company.

17. Default.

(a) Should Company default in the performance of any of the terms hereof, UPC shall give written notice to Company of such asserted default. Company shall have a period of ten days from the receipt of such notice within which to correct the default of which it has received notice. Should Company fail to correct such default within the ten day period, UPC may, at its election, cancel and terminate this Agreement. It is agreed that in addition to the remedy of cancellation and termination, UPC shall also have the right by appropriate legal action, to compel specific performance by Company of its obligations hereunder, to enjoin any default or breach by Company, or to recover damages including reasonable attorneys' fees, from Company.

(b) The waiver of any breach of any covenant, condition, or stipulation contained herein shall not be taken to be a waiver of any subsequent breach of the same or any other covenant, condition or stipulation, nor shall any failure of UPC to enforce rights or seek remedies upon any default of Company hereunder, prejudice or affect the rights or remedies of UPC in the event of any subsequent default of Company.

18. Notice.

(a) Any notice or delivery of information to be given hereunder shall be sufficient if given in writing by certified or registered mail, or if delivered personally, and in either case, addressed as follows:

To Company:

Wortley & Company
1781 Texas Street
Salt Lake City, Utah 84108

To UPC:

United Park City Mines Company
309 Kearns Building
Salt Lake City, Utah 84101
Attn: E. L. Osika, Jr.

or to such other address or addresses as Company or UPC may from time to time designate to the other in writing.

(b) Service of notice by mail shall be deemed effective and complete 24 hours following the date of posting and mailing thereof, with postage prepaid, and addressed as aforesaid. Service of notice delivered personally shall be deemed effective and complete at the time of delivery.

19. No Assignment. Company shall not have the right to sell, assign, transfer or convey its rights hereunder or any portion thereof without the written consent of UPC having been first had obtained.

20. Inurement. Subject to the limitations set forth in Paragraph 19 hereof, this Agreement is and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

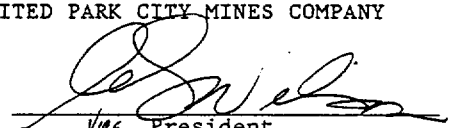
21. Independent Contractor. For all purposes hereof, Company shall be deemed to be an independent contractor and shall not be deemed to be the agent, employee or legal representative of UPC, or have any right to bind UPC in any manner whatsoever.

22. Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

23. Termination. Either party hereto shall have the right to terminate this Agreement upon 30 days' written notice to the other party. The termination, expiration or surrender of this Agreement shall not affect any obligations of either party that have accrued prior to the date of termination, expiration or surrender and, in particular, those relating to reclamation.

DATED as of the day and year first above written.

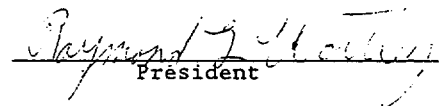
UNITED PARK CITY MINES COMPANY

By 
Vice President

ATTEST:


Secretary

WORTLEY COMPANY

By 
President

ATTEST:


Secretary

AGREEMENT FOR MINING AND REMOVAL
OF TAILINGS

THIS AGREEMENT, made and entered into as of October 1, 1983, is by and between UNITED PARK CITY MINES COMPANY, a Delaware corporation (herein called "UPC"), and WORTLEY COMPANY, a Utah corporation (herein called "Company").

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, UPC and Company agree as follows:

1. Grant.

(a) UPC grants to Company the non-exclusive right, during the term of this Agreement, to mine, store and remove tailings ("Tailings") situated in, on or under the following described land (the "Property") in Summit County, Utah:

Beginning at a point which is North 89°30' West 1100 feet from the Northwest corner of Section 1, Township 2 South, Range 2 East, Salt Lake Meridian; thence South 0°20' West 185.433 feet; thence South 00°30' East 1098.06 feet; thence South 6°30' East 100.328 feet; thence South 9°00' East 65.2301 feet; thence South 12°25' East 105.401 feet; thence South 16°00' East 60.2457 feet; thence South 18°30' East 90.3852 feet; thence South 22°25' East 80.3641 feet; thence South 27°10' East 85.4125 feet; thence South 29°20' East 80.3984 feet; thence South 33°10' East 90.4667 feet; thence South 37°30' East 100.539 feet; thence South 40°00' East 1485.27 feet; thence North 80°00' East 2544.82 feet; thence North 40.00 feet to the center of Section 1, Township 2 South, Range 4 East, Salt Lake Meridian; thence North 2692.59 feet to the Northeast corner of the Northwest Quarter of said Section 1, thence North 89°30' West 3764.95 feet to the point of beginning.

(b) Company may remove Tailings in such quantities as Company shall determine and may sell or

otherwise dispose of the Tailings so removed in any manner seen fit by Company.

2. Work Plans. Company agrees to remove Tailings only from specific areas of Property in a manner approved in advance by UPC. Prior to removal of Tailings from the Property, Company shall advise UPC in writing as to the area from which it desires to remove Tailings and obtain the specific permission of UPC for such removal prior to commencing operations. UPC shall have no liability to Company in the event that UPC elects to do so, provided that if the area concerned is in use a reasonable amount of time will be allowed to relocate the operation. Company may submit additional or revised written plans to UPC for approval from time to time as its needs for Tailings dictate.

3. Term. The term of this Agreement shall commence as of April 20, 1983, and shall expire at midnight on October 31, 1986, unless sooner terminated by either party hereto as set for the below.

4. Royalty.

(a) Company agrees to pay UPC the sum of fifty cents (\$0.50) per ton for each ton of Tailings removed by Company from the Property.

(b) Company shall withhold from royalties payable pursuant to Section 4(a) an amount equal to 4% thereof, and shall remit the same to the Utah State Tax Commission for credit to the account of UPC as required by Sections 69-29-1 to 59-29-4, Utah Code Annotated, 1953.

(c) Company agrees that each truckload of Tailings removed from the Property will be ticketed as to the amount of Aggregate contained therein. If certified scales are, or become, available in or around Park City,

Utah, each truckload of Tailings shall be weighed on such scales and a weigh ticket bearing the date and total weight thereof will be obtained. If scales are not available, Company shall make reasonable and accurate weight estimates in a manner satisfactory to UPC, such as by determination of the volume of Tailings mined, and conversion of that volume to weight. Company shall maintain records as to the total tonnage of Tailings so removed by Company from the Property and shall keep a copy of each truck ticket, invoice and weight ticket generated in connection with removal of Tailings from the Property.

(d) On or before the 15th day of each month during the term hereof, Company will deliver to UPC a certified statement setting forth the total tonnage of Tailings removed by Company from the Property during the preceding calendar month together with the amounts withheld and paid to the Utah State Tax Commission during said month pursuant to Section 4(a) above. Said statement shall be accompanied by copies of the truck and weight tickets, if available, or the basis for weight estimates for each load of Tailings removed from the Property during the preceding month. Concurrently with delivery of said statement, Company shall pay to UPC the sum of .50 per ton for each ton of Tailings removed from the Property during the preceding calendar month as set forth in said statement less amounts withheld and paid to the Utah State Tax Commission during said month pursuant to Section 4(b) above.

(e) Company shall keep full, complete and accurate books, records and accounts of all mining, sales and other operations hereunder and, if requested by UPC, shall furnish such additional information as is necessary to enable UPC to independently determine the accuracy of the

quantities of Tailings reported by Company. All books, records, accounts and other information relating to this Agreement shall be open to inspection by UPC or its authorized agents at all reasonable times.

5. No Warranties. This Agreement is executed by UPC without warranties or representations as to title or otherwise. It is agreed that this Agreement shall relate only to such rights and title as UPC has in or with relation to the title of UPC to the Property or to, or the location, quantity or extent of, any Tailings on the Property or the nature, condition or usability thereof.

6. Limitation on Mineral Extraction. This Agreement shall relate only to Tailings, and under no circumstances shall Company have the right to remove any materials from the Property for the purpose of extraction of the metal, or mineral content thereof or for sale thereof to a smelter for such purpose.

7. Nonexclusive Use. It is understood and agreed that all activities of Company on the Property shall be conducted in such a manner as does not obstruct or interfere with or impair use of the Property by UPC or by others. In particular, the rights of Utah Power and Light Company and Union Pacific Railroad Company for utility transmission or railroad purposes and Park City Municipal Corporation under the terms of a Lease dated October 12, 1973, by and between United Park City Mines Company, Greater Park City Company and Park City and a First Amendment to Lease dated effective as of August 1, 1981, between United Park City Mines Company, Noranda Mining Inc. and Park City Municipal Corporation shall not be impaired. Without limiting the foregoing, UPC specifically reserves the right

and privilege to mine and remove Tailings or other minerals or materials for its own use from the Property.

8. Operations. Company agrees to conduct all operations on the Property in a minerlike and safe manner.

9. Laws and Regulations.

(a) Company agrees to carry such insurance covering all persons working on the Property for Company, as will fully comply with the provisions of the statutes of the State of Utah covering workmens' compensation and occupational disease and disability as are now in force, or as may be hereafter amended or enacted.

(b) Company agrees to comply with all of the terms and provisions of all applicable laws of the State of Utah and the United States of America now existing or as hereafter amended or enacted and to indemnify and hold UPC harmless from payment of any damages occasioned by Company's failure to comply with said laws.

(c) Without limiting the foregoing, Company expressly agrees to perform all activities required by the Utah Mined Land Reclamation Act and the regulations promulgated thereunder, if applicable, and to provide UPC with a copy of all notices, plans or agreements entered into with the State of Utah with regard to that act and regulations.

10. Insurance.

(a) Company agrees that it will purchase and, at all times during the term of this Agreement, maintain public liability and property damage insurance covering all operations by or on behalf of Company upon the Property, which insurance shall be issued by an insurance company acceptable to UPC and shall have limits or liability not less than as follows:

Personal Injury:

Each Person \$1,000,000

Each Accident 1,000,000

Property Damage:

Each Accident \$ 250,000

(b) Company agrees that prior to entry by Company upon the Property, it will furnish to UPC a copy of a certificate, issued by the appropriate insurance company or insurance companies, evidencing that such insurance is in effect, and agreeing that it will not be cancelled without giving at least 10 days advance written notice to UPC.

11. Liens and Encumbrances.

(a) Company agrees to assume, pay and discharge any and all liabilities, claims or demands arising out of labor or materials furnished to or for the benefit of Company or the Property, or in any way connected with activities or work by or on behalf of Company upon the Property, and that it will maintain the Property free and clear of any and all liens, claims or encumbrances of any type or description whatsoever, arising out of failure of Company to make such payments when due.

(b) Company shall forthwith post and thereafter keep posted in conspicuous places at the entrances to the Property such notices as may be necessary to adequately notify all persons who may come in or upon the Property that the same is held by Company under the terms of this Agreement and that Company is and shall be liable for all labor performed and supplies and materials utilized by it in and upon such premises, and that Company, and not UPC, will be solely responsible for all debts and expenses incurred in operations under this Agreement.

12. Access. Company agrees to use existing access to the Property and to not construct any new roads or make other permanent or semi-permanent changes to the Property without the prior written consent of UPC. Upon expiration or termination of this Agreement, Company agrees, within 90 days, to remove all equipment, fixtures or other structures or improvements placed upon the Property to a uniform condition consistent with its use under this Agreement.

13. Taxes and Assessments. Company agrees that it will pay all taxes which are levied or assessed against, or with relation to the removal or disposition of Tailings for the Property by Company, or against any activities by Company or in connection with the Property.

14. Inspection by UPC. UPC or its duly authorized agent or representative shall have the right, at all times, to inspect all work being conducted by Company on the Property.

15. Termination Activities.

(a) Company agrees, promptly upon completion of removal of all Tailings from the Property or upon termination or expiration of this Agreement, to restore all damage to the Property caused by or resulting from activities conducted by or on behalf of Company upon the Property.

(b) All Tailings or equipment remaining on the Property 90 days following termination or expiration of this Agreement, whether stockpiled or otherwise, shall become the property of UPC and Company shall have no further claim upon such materials.

(c) Company agrees, upon expiration or termination of this Agreement, to provide UPC with a

suitable release of this Agreement, properly executed and acknowledged and in a form satisfactory to UPC.

16. Indemnity. Company agrees that all persons entering on the Property on behalf or for the benefit of Company will be advised of hazards associated with its operations and shall enter on the Property solely at the risk of such persons and Company. Company agrees that it will indemnify, defend and hold UPC, and its officers, directors, employees and agents, harmless from and against any claims, demands, or causes of action which are or might be made against them arising out of injuries to or death of persons entering upon the Property, as well as any claims arising out of or as a result of action taken on the Property or from the sale of Tailings by Company or its employees or representatives. Company will not be responsible for acts of UPC, or other utilizing the Property, which are beyond the control of Company.

17. Default

(a) Should Company default in the performance of any of the terms hereof, UPC shall give written notice to Company of such asserted default. Company shall have a period of ten days from the receipt of such notice within which to correct the default of which it has received notice. Should Company fail to correct such default within the ten day period, UPC may, at its election, cancel and terminate this Agreement. It is agreed that in addition to the remedy of cancellation and termination, UPC shall also have the right by appropriate legal action, to compel specific performance by Company of its obligations hereunder, to enjoin any default or breach by Company, or to recover damages including reasonable attorneys' fees, from Company.

(b) The waiver of any breach of any covenant, condition, or stipulation contained herein shall not be taken to be a waiver of any subsequent breach of the same or any other covenant, condition or stipulation, nor shall any failure of UPC to enforce rights or seek remedies upon any default of Company hereunder, prejudice or affect the rights or remedies of UPC in the event of any subsequent default of Company.

18. Notice.

(a) Any notice or delivery of information to be given hereunder shall be sufficient if given in writing by certified or registered mail, or if delivered personally, and in either case, addressed as follows:

To Company:

Wortley & Company
1781 Texas Street
Salt Lake City, Utah 84108

To UPC:

United Park City Mines Company
309 Kearns Building
Salt Lake City, Utah 84101
Attn: E. L. Osika, Jr.

or to such other address or addresses as Company or UPC may from time to time designate to the other in writing.

(b) Service of notice by mail shall be deemed effective and complete 24 hours following the date of posting and mailing thereof, with postage prepaid, and addressed as aforesaid. Service of notice delivered personally shall be deemed effective and complete at the time of delivery.

19. No Assignment. Company shall not have the right to sell, assign, transfer or convey its rights hereunder or any portion thereof without the written consent of UPC having been first had and obtained.

20. Inurement. Subject to the limitations set forth in Paragraph 19 hereof, this Agreement is and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

21. Independent Contractor. For all purposes hereof, Company shall be deemed to be an independent contractor and shall not be deemed to be the agent, employee or legal representative of UPC, or have any right to bind UPC in any manner whatsoever.


22. Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

23. Termination. Either party hereto shall have the right to terminate this Agreement upon 30 days' written notice to the other party. The termination, expiration or surrender of this Agreement shall not affect any obligations of either party that have accrued prior to the date of termination, expiration or surrender and, in particular, those relating to reclamation.

DATED as of the day and year First above written.

UNITED PARK CITY MINES COMPANY

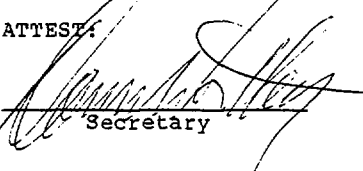
BY _____
President

ATTEST:


Secretary

WORTLEY COMPANY

By _____
President

ATTEST:


Secretary

AGREEMENT FOR MINING AND REMOVAL
OF AGGREGATE

THIS AGREEMENT, made and entered into as of April 20, 1982, is by and between UNITED PARK CITY MINES COMPANY, a Delaware corporation (herein called "UPC"), and GIBBONS & REED COMPANY, a Utah corporation (herein called "Company").

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, UPC and Company agree as follows:

1. Grant.

(a) UPC grants to Company the non-exclusive right, during the term of this Agreement, to mine, store and remove rock, stone, sand and gravel aggregate ("Aggregate") situated in, on or under certain land in Summit County, Utah, more particularly described in Exhibit "A" attached to and made a part of this Agreement (the "Property").

(b) Company may remove Aggregate in such quantities as Company shall determine and may sell or otherwise dispose of the Aggregate so removed in any manner seen fit by Company.

2. Work Plans. Company agrees to remove Aggregate only from specific areas of the Property in a manner approved in advance by UPC. Prior to removal of Aggregate from the Property, Company shall advise UPC in writing as to the area from which it desires to remove Aggregate and obtain the specific permission of UPC for such removal prior to commencing operations. UPC shall have the right to restrict removal of

Aggregate from any portion of the Property at any time at its sole discretion and shall have no liability to Company in the event that UPC elects to do so, provided that if the area concerned is in use a reasonable amount of time will be allowed to relocate the operation. Company may submit additional or revised written plans to UPC for approval from time to time as its needs for Aggregate dictate.

3. Term. The term of this Agreement shall commence as of April 20, 1982, and shall expire at midnight on April 19, 1983, unless sooner terminated by either party hereto as set forth below.

4. Royalty.

(a) Company agrees to pay UPC ninety cents (90¢) per cubic yard (approximately 60 cents per ton) for each yard of pit run or non-spec aggregate removed by Company. For Utah State Department of Transportation specification roadbase material, Company will pay UPC \$1.50 per cubic yard (approximately \$1.00 per ton).

(b) Company shall withhold from royalties payable pursuant to Section 4(a) an amount equal to 4% thereof, and shall remit the same to the Utah State Tax Commission for credit to the account of UPC as required by Sections 69-29-1 to 59-29-4, Utah Code Annotated, 1953.

(c) Final quantity determination will be made by cross section measurement. Interim quantity determinations may be made by truckload measure or by scale weights if scales are set up on site. Company agrees that each truckload of Aggregate removed from the Property will be ticketed as to the amount of Aggregate contained therein. Company shall maintain

records as to the total amount of Aggregate so removed by Company from the Property and shall keep a copy of each truck ticket and invoice and weight ticket generated in connection with removal of Aggregate from the Property.

(d) On or before the 15th day of each month during the term hereof, Company will deliver to UPC a certified statement setting forth the total quantity of Aggregate removed by Company from the Property during the preceding calendar month, together with the amounts withheld and paid to the Utah State Tax Commission during said month pursuant to Section 4(b) above. Said statement shall be accompanied by copies of the truck and weight tickets, if available, or the basis for quantity estimates for each load of Aggregate removed from the Property during the preceding month. Concurrently with delivery of said statement, Company shall pay UPC for Aggregate removed from the Property during the preceding calendar month as set forth in said statement, less amounts withheld and paid to the Utah State Tax Commission during said month pursuant to Section 4(b) above..

(e) Company shall keep full, complete and accurate books, records and accounts of all mining, sales and other operations hereunder and, if requested by UPC, shall furnish such additional information as is necessary to enable UPC to independently determine the accuracy of the quantities of Aggregate reported by Company. All books, records, accounts and other information relating to this Agreement shall be open to inspection by UPC or its authorized agents at all reasonable times.

5. No Warranties. This Agreement is executed by UPC without warranties or representations as to title or otherwise. It is agreed that this Agreement shall relate only to such rights and title as UPC has in or with relation to the Property and the Aggregate. Company acknowledges that UPC has made no warranties or representations with relation to the title of UPC to the Property or to, or the location, quantity or extent of, any Aggregate on the Property or the nature, condition or usability thereof.

6. Limitation on Mineral Extraction. This Agreement shall relate only to Aggregate, and under no circumstances shall Company have the right to remove any materials from the Property for the purpose of extraction of the metal, or mineral content thereof or for sale thereof to a smelter for such purpose.

7. Nonexclusive Use. It is understood and agreed that all activities of Company on the Property shall be conducted in such a manner as does not obstruct or interfere with or impair use of the Property by UPC or by others. In particular, the rights of Utah Power and Light Company and Union Pacific Railroad Company for utility transmission or railroad purposes and Park City Municipal Corporation under the terms of a Lease dated October 12, 1973, by and between United Park City Mines Company, Greater Park City Company and Park City and a First Amendment to Lease dated effective as of August 1, 1981, between United Park City Mines Company, Noranda Mining Inc. and Park City Municipal Corporation shall not be impaired. Without limiting the foregoing, UPC specifically reserves the right and privilege to mine and remove Aggregate or other minerals or materials for its own use from the Property.

8. Operations. Company agrees to conduct all operations on the Property in a minerlike and safe manner.

9. Laws and Regulations.

(a) Company agrees to carry such insurance covering all persons working on the Property for Company, as will fully comply with the provisions of the statutes of the State of Utah covering workmens' compensation and occupational disease and disability as are now in force, or as may be hereafter amended or enacted.

(b) Company agrees to comply with all of the terms and provisions of all applicable laws of the State of Utah and the United States of America now existing or as hereafter amended or enacted and to indemnify and hold UPC harmless from payment of any damages occasioned by Company's failure to comply with said laws.

(c) Without limiting the foregoing, Company expressly agrees to perform all activities required by the Utah Mined Land Reclamation Act and the regulations promulgated thereunder, if applicable, and to provide UPC with a copy of all notices, plans or agreements entered into with the State of Utah with regard to that act and regulations.

10. Insurance.

(a) Company agrees that it will purchase and, at all times during the term of this Agreement, maintain public liability and property damage insurance covering all operations by or on behalf of Company upon the Property, which insurance shall be issued by an insurance company acceptable to UPC and shall have limits of liability not less than as follows:

Personal Injury:

Each Person	\$1,000,000
Each Accident	\$1,000,000

Property Damage:

Each Accident \$ 250,000

(b) Company agrees that prior to entry by Company upon the Property, it will furnish to UPC a copy of a certificate, issued by the appropriate insurance company or insurance companies, evidencing that such insurance is in effect, and agreeing that it will not be cancelled without giving at least 10 days advance written notice to UPC.

11. Liens and Encumbrances.

(a) Company agrees to assume, pay and discharge any and all liabilities, claims or demands arising out of labor or materials furnished to or for the benefit of ^{the} ~~Company~~ ^{the} ~~Company or the~~ ^{the} ~~Property~~ ^{the} ~~Property~~, or in any way connected with activities or work by or on behalf of Company upon the Property, and that it will maintain the Property free and clear of any and all liens, claims or encumbrances of any type or description whatsoever, arising out of failure of Company to make such payments when due.

(b) Company shall forthwith post and thereafter keep posted in conspicuous places at the entrances to the Property such notices as may be necessary to adequately notify all persons who may come in or upon the Property that the same is held by Company under the terms of this Agreement and that Company is and shall be liable for all labor performed and supplies and materials utilized by it in and upon such premises, and that Company, and not UPC, will be solely responsible for all debts and expenses incurred in operations under this Agreement.

12. Access. Company agrees to use existing access to the Property and to not construct any new roads or make other permanent or semi-permanent changes to the Property without the prior written consent of UPC. Upon expiration or termination of this Agreement, Company agrees, within 90 days, to remove all equipment, fixtures or other structures or improvements placed upon the Property by Company, and, if requested by UPC, to reasonably restore the Property to a uniform condition consistent with its use under this Agreement.

13. Taxes and Assessments. Company agrees that it will pay all taxes which are levied or assessed against, or with relation to the removal or disposition of Aggregate from the Property by Company, or against any activities by Company or in connection with the Property.

14. Inspection by UPC. UPC or its duly authorized agent or representative shall have the right, at all times, to inspect all work being conducted by Company on the Property.

15. Termination Activities.

(a) Company agrees, promptly upon completion of removal of all Aggregate from the Property or upon termination or expiration of this Agreement, to restore all damage to the Property caused by or resulting from activities conducted by or on behalf of Company upon the Property.

(b) All Aggregate or equipment remaining on the Property 90 days following termination or expiration of this Agreement, whether stockpiled or otherwise, shall become the property of UPC and Company shall have no further claim upon such materials.

(c) Company agrees, upon expiration or termination of this Agreement, to provide UPC with a suitable release of this Agreement, properly executed and acknowledged and in a form satisfactory to UPC.

16. Indemnity. Company agrees that all persons entering on the Property on behalf or for the benefit of Company will be advised of hazards associated with its operations and shall enter on the Property solely at the risk of such persons and Company. Company agrees that it will indemnify, defend and hold UPC, and its officers, directors, employees and agents, harmless from and against any claims, demands, or causes of action which are or might be made against them arising out of injuries to or death of persons entering upon the Property pursuant hereto, or damage to the property of any such persons or of Company arising or occurring while in or upon the Property, as well as any claims resulting from acts or negligence of persons who enter on the Property pursuant hereto, and any claims arising out of or as a result of action taken on the Property or from the sale of Aggregate by Company or its employees or representatives. Company will not be responsible for acts of UPC, or others utilizing the Property, which are beyond the control of Company.

17. Default.

(a) Should Company default in the performance of any of the terms hereof, UPC shall give written notice to Company of such asserted default. Company shall have a period of ten days from the receipt of such notice within which to correct the default of which it has received notice. Should Company fail to correct such default within the ten day period,

UPC may, at its election, cancel and terminate this Agreement. It is agreed that in addition to the remedy of cancellation and termination, UPC shall also have the right by appropriate legal action, to compel specific performance by Company of its obligations hereunder, to enjoin any default or breach by Company, or to recover damages including reasonable attorneys' fees, from Company.

(b) The waiver of any breach of any covenant, condition, or stipulation contained herein shall not be taken to be a waiver of any subsequent breach of the same or any other covenant, condition or stipulation, nor shall any failure of UPC to enforce rights or seek remedies upon any default of Company hereunder, prejudice or affect the rights or remedies of UPC in the event of any subsequent default of Company.

18. Notice.

(a) Any notice or delivery of information to be given hereunder shall be sufficient if given in writing by certified or registered mail, or if delivered personally, and in either case, addressed as follows:

To Company:

Gibbons & Reed Company
1111 Brickyard Road
P.O. Box 30429
Salt Lake City, Utah 84125

To UPC:

United Park City Mines Company
309 Kearns Building
Salt Lake City, Utah 84101
Attn: E. L. Osika, Jr.

or to such other address or addresses as Company or UPC may from time to time designate to the other in writing.

(b) Service of notice by mail shall be deemed effective and complete 24 hours following the date of posting and mailing thereof, with postage prepaid, and addressed as aforesaid. Service of notice delivered personally shall be deemed effective and complete at the time of delivery.

19. No Assignment. Company shall not have the right to sell, assign, transfer or convey its rights hereunder or any portion thereof without the written consent of UPC having been first had and obtained.

20. Inurement. Subject to the limitations set forth in Paragraph 19 hereof, this Agreement is and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.


21. Independent Contractor. For all purposes hereof, Company shall be deemed to be an independent contractor and shall not be deemed to be the agent, employee or legal representative of UPC, or have any right to bind UPC in any manner whatsoever.

22. Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

23. Termination. Either party hereto shall have the right to terminate this Agreement upon 30 days' written notice to the other party. The termination, expiration or surrender of this Agreement shall not affect any obligations of either party that have accrued prior to the date of termination, expiration or surrender and, in particular, those relating to reclamation.

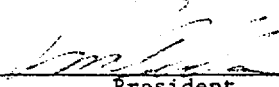
DATED as of the day and year first above written.

UNITED PARK CITY MINES COMPANY

By 
Vice President

ATTEST: 
Secretary

GIBBONS & REED COMPANY

By 
President

ATTEST: _____
Secretary

EXHIBIT "A"

(Attached to and made a part of Agreement for Mining and Removing Aggregate by and between United Park City Mines Company and Gibbons & Reed Company.)

Beginning at a point South 2323.71 feet and West 1970.40 feet from the Northeast corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North $33^{\circ}01'33''$ East 495.00 feet; thence South $56^{\circ}58'27''$ East 440.00 feet; thence South $33^{\circ}01'33''$ West 495.00 feet; thence North $56^{\circ}58'27''$ West 440.00 feet to the point of beginning; and beginning at a point South 1908.69 feet and West 1700.62 feet from the Northeast corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North $33^{\circ}01'33''$ East 495.00 feet; thence South $56^{\circ}58'27''$ East 440.00 feet; thence South $33^{\circ}01'33''$ West 495.00 feet; thence North $56^{\circ}58'27''$ West 440.00 feet to the point of beginning.

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of AUGUST, 1982, by and between UNITED PARK CITY MINES COMPANY, a Delaware corporation (hereinafter designated "Seller"), and GIBBONS & REED COMPANY (hereinafter designated "Purchaser");

W I T N E S S E T H:

For good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Seller hereby grants to Purchaser the right, during the term of this Agreement, to remove certain gravel and soil (hereinafter designated the "Material"), situated in or under the following described real property (hereinafter designated the "Property"), situated in Summit County, Utah:

Beginning at a point South 2563.52 feet and West 1601.49 feet from the Northeast corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running thence North 33°01'33" East 990 feet; thence South 33° East 328.33 feet; thence South 33°01'33" West 570 feet; thence South 79°20'06" West 414.89 feet to the point of beginning.

in such quantities as Purchaser shall determine or elect to be utilized by Purchaser in the construction of a highway for the Utah Department of Transportation (the "UDOT") designated by the UDOT as Marsac School to Jct.SR-248 Project (hereinafter designated the "Project").

2. The term of this Agreement shall commence as of 19th, AUGUST, 1982, and shall expire upon completion by Purchaser of services to be rendered by Purchaser in connection

with the Project and compliance with all obligations of Purchaser to Seller hereunder.

3. Purchaser agrees that it will pay to Seller as consideration for Material removed from the Property the following:

(a) Fifty Cents (\$.50) per cubic yard for each cubic yard of Material removed by Purchaser from the Property which is utilized by Purchaser for borrow, and

(b) One Dollar (\$1.00) per cubic yard for each cubic yard of Material removed by Purchaser from the Property which is used by Purchaser for untreated base course.

Purchaser agrees that Material removed from the Property shall be cross-sectioned before and after completion of the Project to determine final payment. Interim payment shall be made on the basis of the Engineer's estimates of Material used for borrow and/or untreated base course.

Purchaser agrees that, on or before the tenth day of each month during the term hereof, and on or before the tenth day of the month following the month in which the term of this Agreement ends, Purchaser will deliver to Seller a statement setting for the total quantities of Material removed by Purchaser from the Property for which Purchaser received estimate payments from UDOT during the preceding month, the portions thereof which were used for borrow purposes and the portions thereof which were used for untreated base course purposes. Concurrently with delivery of said statement, Purchaser shall pay to Seller the purchase price for the Material removed from the Property for which Purchaser received estimate payments during said previous month as set forth in said statement.

Purchaser shall, if requested by Seller, furnish such additional information as is necessary to enable Seller to determine the accuracy of the quantities so recorded by Purchaser.

4. This Agreement is executed by Seller without warranties or representations as to title or otherwise. It is agreed that this Agreement shall relate only to such rights and title as Seller has in and with relation to the Material. Purchaser agrees that Seller has made no warranties or representations with relation to the title of Seller to or the location, quality, quantity or extent of any Material on the Property or the nature, condition or usability thereof, or as to the title or rights of Seller with relation to the Easement Area as defined in Section 8 hereof.

5. This Agreement shall relate only to gravel and soil, and under no circumstances shall Purchaser have the right to remove any Material or other substance from the Property for the purpose of extraction of metal or mineral content thereof or for sale thereof to a smelter for such purpose, nor for any purpose other than those set forth in Paragraph 1 hereof.

6. It is understood and agreed that all action by Purchaser upon the Property shall be conducted in such a manner as does not obstruct or in any manner interfere with use of the Property by Seller. Without limiting the foregoing, Seller specifically reserves the right to deposit mill tailings onto and upon the Property and impound the same therein and thereon.

7. Purchaser agrees that, in the course of excavation on the Property, Purchaser will strip all topsoil from the excavation area and stockpile the same at a location designated

by Seller. Upon termination of this Agreement, Purchaser shall spread said stockpiled topsoil and other topsoil to be obtained by Purchaser at its expense if enough stockpiled topsoil is not available, evenly over the side, slopes and floor of the excavation to a depth of not less than six (6) inches, and shall seed the area of the excavation in accordance with the seeding schedule included in the plans for the Project and to leave the excavated area smooth, clean and free of debris.

Side slopes in the excavation area shall be 1:1 or flatter.

8. Purchaser is hereby given and granted a non-exclusive easement over and across the real property outlined in red on Exhibit A attached hereto and by this reference made a part hereof (herein designated the "Easement Area"), to gain access to the Property. Purchaser agrees that it will, at its expense, maintain said Easement Area in a neat, clean and safe condition at all times during the term hereof. Upon termination hereof, said easement shall terminate and Purchaser shall restore the Easement Area to a condition at least as good as its present condition.

9. Purchaser agrees to carry such insurance covering all persons working on the Property for Purchaser as will fully comply with the provisions of the statutes of the State of Utah covering workmens' compensation and occupational disease and disability as are now in force or as may hereafter be amended or enacted. Further, Purchaser agrees to comply with all of the terms and provisions of all applicable laws of the State of Utah and the United States of America now existing or as hereafter amended or enacted, pertaining to Social Security unemployment compensation, wages, hours and conditions of labor,

and to indemnify, defend and hold Seller harmless from payment of any damage occasioned by Purchaser's failure to comply with said laws.

10. Purchaser agrees that it will, at all times during the term of this Agreement, purchase and maintain public liability and property damage insurance, designating Seller and Purchaser as insured parties, and covering all operations by or on behalf of Purchaser upon the Property and the Easement Area, which insurance shall be issued by an insurance company acceptable to Seller, and shall have limits of liability not less than as follows:

Personal Injury	
Each Person	\$1,000,000.00
Each Accident	\$3,000,000.00
Property Damage	
Each Accident	\$1,000,000.00

Purchaser agrees that prior to entry by Purchaser upon the Property or the Easement Area, it will furnish to Seller a copy of a certificate, issued by the appropriate insurance company or companies, evidencing that such insurance is in effect, and agreeing that it will not be cancelled without giving at least ten (10) days advance written notice to Seller.

11. Purchaser agrees that it will assume, pay and discharge any and all liabilities, claims or demands arising out of labor or materials furnished to or for the benefit of Purchaser or the Property, or in any way connected with activities or work by or on behalf of Purchaser upon the Property or the Easement Area, and that it will maintain the Property and the Easement Area free and clear of any and all liens, claims

or encumbrances of any type or description whatsoever, arising out of the failure of Purchaser to make such payments when due.

12. Purchaser agrees that it will pay all taxes which are levied or assessed against or with relation to the removal or disposition of Material from the Property by Purchaser, or against any activities by Purchaser upon or in connection with the Property or the Easement Area.

13. Seller or its duly authorized agent or representative, shall have the right, at all times, to inspect all work being conducted by Purchaser on the Property and the Easement Area.

14. Purchaser acknowledges that it has been advised that there are or may be hazardous conditions on the Property and the Easement Area which may create danger to persons entering thereon. Such conditions include, but are not limited to, hazards resulting from the unstable or insecure surface area resulting from prior use of the area for mining or disposal of liquid tailings which have in the past, on occasions, resulted in cave-ins on the Property or the Easement Area. Purchaser acknowledges and agrees that all persons entering on the Property or the Easement Area pursuant hereto will be advised of said hazards and shall enter on the Property and the Easement Area at the risk of such persons and Purchaser. Purchaser agrees that it will indemnify, defend and hold Seller and its officers, directors, employees and agents harmless from and against any claims, demands or causes of action which are or might be made against them, arising out of injuries to or death of persons entering upon the Property or the Easement Area pursuant hereto, or damage to the property of any such

persons or of Purchaser arising or occurring while in or upon the Property or the Easement Area, as well as any claim resulting from acts or negligence of persons who enter on the Property or the Easement Area pursuant hereto, and any claims arising out of or as a result of action taken on the Property or the Easement Area by Purchaser or its employees or representatives who enter on the Property or the Easement Area pursuant hereto.

15. Should Purchaser default in the performance of any of the terms hereof, Seller shall give written notice to Purchaser designating such asserted default. Purchaser shall thereafter have a period of ten (10) days from the effective date of such notice within which to correct the default of which it has received notice. Should Purchaser fail to correct such defaults within such ten-day period, Seller may, at its election, upon written notice to Purchaser, cancel and terminate this Agreement. It is agreed that, in addition to the remedy of cancellation and termination as hereinabove in this Paragraph 15 provided, Seller shall also have the right by appropriate legal action, to compel specific performance by Purchaser of its obligations hereunder, to enjoin any default or breach by Purchaser, or to recover damages from Purchaser, arising out of such breach or default.

16. Any notice or delivery of information herein contemplated to be given to Purchaser shall be sufficient if given in writing, by certified or registered mail or if delivered personally and a signed receipt therefor is obtained, and in either case addressed to:

or to such other address or addresses as Purchaser may from time to time designate to Seller in writing, and if to Seller, shall be sufficient, if given in writing, by certified or registered mail, or if delivered personally and a signed receipt therefor is obtained, and in either case, and in either case, addressed to:

United Park City Mines Company
309 Kearns Building
Salt Lake City, Utah 84101

or to such other address or addresses as Seller may from time to time designate to Purchaser in writing.

Service of notice by mail shall be deemed effective and complete following the date of posting and mailing thereof, with postage prepaid, and addressed as aforesaid. Service of notice delivered personally shall be deemed effective and complete at the time of delivery thereof and obtaining a signed receipt therefor.

17. Purchaser shall not have the right to sell, assign, transfer or convey its rights hereunder or any portion thereof or interest therein without the written consent of Purchaser having been first had and obtained.

18. Subject to the limitations set forth in Paragraph 17 hereof, this Agreement is and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

19. For all purposes hereof, Purchaser shall be deemed to be an independent contractor and shall not be deemed

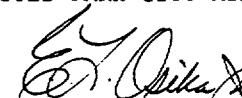
to be an agent, employee or legal representative of Seller or have any right to bind Seller in any manner whatsoever.

20. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

DATED the day and year first above written.

UNITED PARK CITY MINES COMPANY

By


Secretary - Treasurer

GIBBONS & REED COMPANY

By _____

SPECIAL PROVISION

RS-0177(2)

Source of Borrow

A prospect from which borrow may be obtained is:

Prospect No. 22114 - The United Park City Mines Company Prospect is located in the SW $\frac{1}{4}$ and SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, T2S, R4E, Salt Lake Base and Meridian. It is approximately 2.9 miles northeastward from project station 39+00 via the Bonanza Drive R/W, SR-248, an abandoned roadway and a proposed haul road. The property belongs to United Park City Mines Company. An option has been obtained at a royalty rate of \$0.50 (fifty cents) per cubic yard or \$0.34 (thirty four cents) per ton for borrow material. The option also contains a royalty rate of \$1.00 (one dollar) per cubic yard or \$0.67 (sixty seven cents) per ton for material used for untreated base course. However, preliminary tests indicate that the material is too plastic for untreated base course.

The borrow material consists of a mixture of clay and gravel which has an AASHTO soil group classification of A-2-6. At backhoe cut number 1, 2 and 3 the borrow is overlain by 1-2 feet of A-6 and A-7 clay. The clay overburden and topsoil may increase at other locations on the borrow prospect. At backhoe cut No. 4, 300' east of the borrow prospect the clay is 8 feet thick. The clay overburden shall be stripped off and shall not be used as borrow and shall not be mixed with the A-2-6 borrow material.

Gibbons and Reed Company has a lease and is excavating material in the area bounded by the garbage dump, power line, railroad track and borrow prospect area. The contractor for this project shall not interfere with Gibbons and Reed's excavation or hauling operations. Gibbons and Reed Company shall be allowed to share the use of the proposed haul road along the side of the landfill if they choose.

The pit location, test hole logs and locations, and sample test data are shown on the "Materials Prospect Sheet" accompanying the plans for this project.

The following shall be provided by the contractor:

All required royalties. Protection, maintenance, removal, and replacement, if required, of all utilities affected by excavation operations. Pit operations, sloping and finishing of pit area. None of these items shall be paid for separately but shall be considered to be included in the contract unit bid price per cubic yard for "Borrow".

4/25/82

027

CONCRETE PRODUCTS

DIVISION OF GIBBONS & REED COMPANY

41 WEST CENTRAL AVE.

Telephone 266-4491

P. O. Box 7356

SALT LAKE CITY, UTAH 84107

August 18, 1982

	<u>Prod.</u>	<u>Price</u>	<u>Amount</u>
Material Removed in 1981 -	270.34 cy	\$1.50	\$ 405.51
Material Removed in June 1982 -	5,445.00 tn	.60	3,267.00
Material Removed in July 1981 -	<u>828.00 tn</u>	.60	<u>496.80</u>
Total			<u><u>\$4,169.31</u></u>
Utah Withholding tax - Royalties @ 4%			\$ 166.77
			<u>\$4,002.54</u>
Less: Balance owing Gibbons & Reed Co.			<u>710.68</u>
			<u><u>\$3,291.86</u></u>

GIBBONS & REED COMPANY

STATEMENT OF

ACCOUNT

JULY 31, 1982

KORANDA MINING COMPANY
ONTARIO CANYON
PARK CITY UT

84060

SEND REMITTANCE TO -
GIBBONS & REED COMPANY
P.O. BOX 30429
SALT LAKE CITY, UTAH 84129
TELEPHONE 801-435-2411

INVOICE INVOICE ***** DAYS SINCE INVOICED *****
NUMBER DATE 1-30 31-60 61-90 OVER 90

2-00459

12-31-80

710.60

TOTAL AMOUNT DUE \$710.68 **

* PLEASE REFERENCE INVOICE NUMBER WITH ALL PAYMENTS *
PAYMENTS RECEIVED AFTER STATEMENT DATE WILL REFLECT ON
NEXT MONTHS STATEMENT.

Ed
*Copy of invoice
sent to
Gibbons & Reed*

01219

L E A S E

THIS LEASE, made and entered into this 12th day of October, 1973, by and between UNITED PARK CITY MINES COMPANY, a Delaware corporation (hereinafter designated "UPC"), GREATER PARK CITY COMPANY, a Utah corporation (hereinafter designated "GPC"), and PARK CITY, a Utah municipal corporation (hereinafter designated "City"),

WITNESSETH:

WHEREAS, City maintains and operates a garbage dump and disposal area which is situated upon properties owned by UPC and which are subject to a Purchase Agreement whereby GPC has agreed to purchase said properties; and

WHEREAS, UPC and GPC (which parties are hereinafter collectively designated "Lessors") desire that City abandon and cease to use said dump site and that it utilize another area or areas for dumping and disposal purposes, and City is willing to do so upon the terms and conditions herein contained.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, Lessors hereby demise, lease and let to City all of the right and title of Lessors, and each of them, in and to the following described real property (hereinafter designated the "Leased Premises") situated in Summit County, State of Utah:

Parcel A

Beginning at a point on the Northerly right-of-way line of a County Road, said point being South 3252.39 feet and West 2574.08 feet from the Northeast corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 33° 01' 33" East 612.65 feet; thence South 56° 58' 27" East 440.00 feet; thence South 33° 01' 33" West 377.37 feet to the North right-of-way line of a County Road; thence North 85° 06' 30" West along said right-of-way line 498.95 feet to the point of beginning. Contains 5.00 acres.

Parcel B

Beginning at a point South 2738.73 feet and West 2240.18 feet from the Northeast corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 33° 01' 33" East 495.00 feet; thence South 56° 58' 27" East 440.00 feet; thence South 33° 01' 27" West 495.00 feet; thence North 56° 58' 27" West 440.00 feet to the point of beginning. Contains 5.00 acres.

Parcel C

Beginning at a point South 2323.71 feet and West 1970.40 feet from the Northeast corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 33° 01' 33" East 495.00 feet; thence South 56° 58' 27" East 440.00 feet; thence South 33° 01' 33" West 495.00 feet; thence North 56° 58' 27" West 440.00 feet to the point of beginning. Contains 5.00 acres.

Parcel D

Beginning at a point South 1908.69 feet and West 1700.62 feet from the Northeast corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 33° 01' 33" East 495.00 feet; thence South 56° 58' 27" East 440.00 feet; thence South 33° 01' 33" West 495.00 feet; thence North 56° 58' 27" West 440.00 feet to the point of beginning. Contains 5.00 acres.

Together with an easement and right of way for a roadway forty (40) feet in width abutting and parallel to the Westerly boundaries of said parcels and

extending from the County Road which abuts the South boundary of the above described Parcel A and was formerly known as State Highway No. 6 to the portion of the Leased Premises then actively being utilized for dumping purposes pursuant hereto.

Expressly excepting and reserving to UPC all ores and minerals situated in, upon or under said Leased Premises, together with all rights in connection with or relative to the mining, removal and sale of the same.

TO HAVE AND TO HOLD unto City, its successors and assigns until terminated or surrendered, as herein provided.

In consideration of such leasing and of the covenants and agreements hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

1. City shall have the right to utilize the Leased Premises for the construction, utilization and maintenance of a well-engineered sanitary land fill-type garbage dump for the deposit and disposal of garbage and waste materials collected by or for City within the corporate limits of City. City agrees that it will not utilize the Leased Premises for any purposes other than those specified in this Section 1 without the written consent of Lessors having been first had and obtained.

2. (a) City shall be entitled to immediate possession of the portion of the Leased Premises designated as Parcel A but shall not be entitled to possession of any other parcel included in the Leased Premises, except at such times as are hereinafter in this Section 2 provided.

- (b) At such time as City elects to obtain possession of and utilize Parcel B pursuant hereto, it shall give

written notice to Lessors, whereupon City shall be entitled to possession of Parcel B. Within sixty (60) days following delivery of said notice, City shall complete final cleanup and compaction of Parcel A in accordance with Section 6 hereof.

(c) At such time as City elects to obtain possession of and utilize Parcel C pursuant hereto, it shall give written notice to Lessors, whereupon City shall be entitled to possession of Parcel C. Within sixty (60) days following the delivery of said notice, City shall complete final cleanup and compaction of Parcel B in accordance with Section 6 hereof and shall deliver possession of Parcel B to Lessors, whereupon this Lease shall be deemed terminated insofar as it relates to Parcel B, and City shall thereafter have no right, title or interest in or with relation to said Parcel B.

(d) At such time as City elects to obtain possession of and utilize Parcel D pursuant hereto, it shall give written notice to Lessors, whereupon City shall be entitled to possession of Parcel D. Within sixty (60) days following the delivery of said notice, City shall complete final cleanup and compaction of Parcel C in accordance with Section 6 hereof and shall deliver possession of Parcel C to Lessors, whereupon this Lease shall be deemed terminated insofar as it relates to Parcel C, and City shall thereafter have no right, title or interest in or with relation to said Parcel C.

(e) At such time as City elects to relinquish possession of and the right to utilize Parcel D pursuant hereto,

it shall give written notice to Lessors. Within sixty (60) days following delivery of said notice, City shall complete final cleanup and compaction of Parcel D in accordance with Section 6 hereof and shall deliver possession of Parcel D to Lessors. Upon completion of final completion and compaction of Parcel D in accordance with Section 6 hereof and delivery of possession of Parcel D to Lessors, Lessors agree that they will execute and deliver to City a quitclaim deed, quitclaiming to City all of the right, title and interest of Lessors in and to Parcel A, subject to an exception and reservation to UPC of all ores and minerals situated in, upon or under said Parcel A, together with all rights in connection with or relating to the mining, removal or sale of the same, including, but not limited to, the right to enter upon or utilize such portion of Parcel A as it deems necessary or desirable for the purpose of exploring for, developing, mining and removing said ores and minerals. Lessors agree that they will not at any time prior to delivery of said quitclaim deed convey or dispose of any of the right, title or interest of Lessors in or to said Parcel A. Upon delivery of said quitclaim deed, this Lease shall be deemed terminated, and City shall thereafter have no right, title or interest under the terms of this Lease.

(f) City shall not at any time be entitled to possession of more than two (2) parcels of the real property included in the Leased Premises, except during the 60-day period following notice of the election of City to obtain

possession of and utilize an additional parcel, during which 60-day period City shall complete final cleanup and compaction of the parcel which it has elected to cease utilizing and surrender, as provided by this Section 2.

3. City agrees that it will, at all times during the term hereof, establish, maintain and utilize the Leased Premises, in accordance with accepted sanitary land-fill refuse disposal procedures and in a safe and sanitary manner, which is not unsightly, does not emit noxious odors and is not offensive or dangerous to owners or occupants of adjoining or surrounding property.

4. City agrees that all operations upon or in connection with the Leased Premises will comply with all federal, state and local laws, rules and regulations applicable to the Leased Premises or the operations or activities conducted upon or in connection with the Leased Premises, including, but not limited to, the rules and regulations of the Utah State Board of Health, the Summit County Board of Health and all other applicable rules, regulations and orders of any duly constituted authority having jurisdiction over the use or operation of the Leased Premises by City.

5. City agrees that, in the utilization of the Leased Premises, it will fill the same to, but not above, a level determined by projecting a straight line between a point three (3) feet above the natural terrain on the easterly side and a point three (3) feet above the natural terrain on the westerly side of the portion of the Leased Premises then being filled.

6. City agrees that, upon completion of its utilization of a parcel of the Leased Premises and election by City to surrender the same to Lessors in accordance with Section 2 hereof, City will clean up and either bury or remove from the parcel which it elects to surrender all loose material and will compact the surface of said parcel to not less than ninety per cent (90%) of maximum density and will cover the entire surface thereof with a layer of topsoil not less than two (2) feet thick.

7. City agrees that, at all times during which it has possession of any portion of the Leased Premises pursuant hereto, it will maintain a six (6) foot high chain link fence surrounding the portion of the Leased Premises which is in the possession of City. Further, City agrees that said fence will be equipped with gates of the same type and of equal height which shall at all times either be locked or shall be attended by a representative of the City.

8. City agrees that it will indemnify, defend and hold Lessors, and each of them, harmless from any claims, demands or causes of action for injury to persons or property or in any other manner arising out of the possession, utilization or operation of the Leased Premises by City or any costs or expenses incurred by City in connection therewith. City agrees that it will, at all times during the term of this Lease, purchase and maintain public liability and property damage insurance designating City and Lessors as the insured

parties and covering the Leased Premises, as well as all operations upon the Leased Premises, which insurance shall be issued by a company or companies acceptable to Lessors and shall have limits of liability not less than as follows:

Public Liability:

Each Person	\$100,000
Each Occurrence	\$300,000

Property Damage:

Each Occurrence	\$100,000
Aggregate Liability	\$300,000

City agrees that it will furnish to Lessors a certificate or certificates issued by the appropriate insurance company or companies, certifying that such insurance is in effect and agreeing that such insurance will not be cancelled without giving at least ten (10) days' advance written notice to Lessors.

9. City agrees that it will, at all times during the term of this Lease, carry and maintain such insurance covering all persons working in, on or in connection with the Leased Premises as will fully comply with the requirements of the applicable laws of the State of Utah, covering workmen's compensation and occupational disease and disability, and that it will comply with the terms and provisions of all applicable laws of the United States and of the State of Utah pertaining to social security, unemployment compensation, wages, hours and conditions of labor. City agrees that it will indemnify,

defend and hold Lessors harmless from payment of any damages or other liability occasioned by failure of City to comply with said laws.

10. City agrees that it will assume, pay and discharge any and all liabilities, claims or demands arising out of labor or materials furnished to or for the benefit of City or the Leased Premises, or in any way connected with activities or work upon the Leased Premises, and that it will maintain the Leased Premises free and clear of any and all liens, claims or encumbrances of any type or description whatsoever arising out of the failure of City to make such payments when due. City agrees that, prior to commencement of construction of any addition to, alteration or repair of any building, structure or improvement upon the Leased Premises, it will obtain and deliver to Lessors a bond issued by an insurance company acceptable to Lessors, meeting the requirements of Section 14-1-1, Utah Code Annotated, 1953, and guaranteeing the prompt payment for materials furnished and labor performed in connection with said construction, addition, alteration or repair.

11. City agrees that it will, at all times during the term of this Lease, pay all taxes which are levied or assessed against the portions of the Leased Premises which are then being utilized or occupied by City, as well as any improvements, activities or operations thereon. If City has possession of a portion of the Leased Premises for a portion less than all of a calendar year, the real property taxes with relation thereto

shall be prorated based upon the portion of the calendar year during which possession thereof is held by City. City agrees that it will furnish to Lessors at least five (5) days before the final date upon which payment thereof becomes due receipts or other evidence satisfactory to Lessors, indicating that such taxes have been paid. The provisions of this Section 11 shall not limit or restrict the right of City to contest in good faith, by appropriate proceedings, any taxes which it feels are illegal or improperly assessed, provided that such action shall not place the title to the Leased Premises in jeopardy.

12. UPC specifically excepts and reserves all ores and minerals situated in, upon or under the Leased Premises, together with all rights in connection with or relating to the mining, removal or sale of the same, including, but not limited to, the right to enter upon or utilize such portion of the Leased Premises as it deems necessary or desirable for the purpose of exploring for, developing, mining and removing said ores and minerals.

13. Authorized representatives of Lessors shall have the right, at reasonable times and at the sole risk of Lessors and such representatives, to enter upon the Leased Premises and any improvements or facilities thereon for the purpose of inspecting the same and all operations and activities being conducted in connection therewith.

14. This Lease is executed by Lessors without warranties or representations as to title or otherwise. It is agreed that this Lease shall relate only to such titles as Lessors have in and with relation to the Leased Premises, and Lessors shall have no liability or obligation to City in the event that City should for any reason be divested of possession of any portion of the Leased Premises by persons claiming or holding title thereto.

City acknowledges and agrees that it has examined the Leased Premises and conducted such investigations and studies with relation thereto as it deems advisable and has satisfied itself as to the nature and condition of the Leased Premises, the uses to which they may be put and all pertinent factors with relation thereto. City acknowledges that Lessors have made no warranties or representations as to the Leased Premises of any type whatsoever. City agrees that it will accept the Leased Premises in the condition in which they now exist without representation or warranty, express or implied, in fact or by law, by Lessors, and without recourse against Lessors as to the nature, condition or usability thereof or the uses to which the Leased Premises may be put.

15. In the event that Lessors should elect to utilize any portion of the Leased Premises or to grant others the right to utilize the same, Lessors shall have the right to substitute for the real property comprising the Leased Premises as aforesaid other real property of a type, size and location which is not less suitable for use by City for the purposes

for which this Lease is granted. In the event that Lessors should elect to substitute other property pursuant to this Section 15, they shall give written notice of said fact to City, whereupon the parties shall execute an appropriate amendment to this Lease evidencing such substitution. Upon such substitution being accomplished and said amendment executed, this Lease shall be deemed terminated with relation to the portions of the above described real property for which such substitution has been made.

16. City agrees that, concurrently with the execution hereof, and as a consideration for the lease herein granted, City will execute, and cause to be executed by the other grantors named therein, a Quitclaim Deed in the form of Exhibit A attached hereto and by this reference made a part hereof. The execution and delivery of said Quitclaim Deed shall not be deemed a waiver or relinquishment of the rights of City under or in any manner affect that certain Lease dated May 20, 1971, between GPC, as "Lessor," and City, as "Lessee," which Lease relates to 9.2 acres used as a baseball field and park. Said Lease shall remain in force and effect and unaffected by said Quitclaim Deed.

17. City agrees that, within sixty (60) days following the date hereof, it will fumigate or cause to be fumigated and will fill, cover with a layer of topsoil not less than two (2) feet thick and compact the area presently being utilized by City as a garbage dump. GPC agrees that it will, without charge to City, furnish the earth-moving equipment necessary to complete

said filling and compaction, together with operators for said earth-moving equipment.

18. Should any default in any of the terms or provisions hereof occur, Lessors shall give written notice to City designating such asserted default. City shall thereafter have a period of thirty (30) days following the effective date of such notice within which to correct the defaults of which it has received notice. Should City fail to correct said defaults within said 30-day period, Lessors may, at their election, upon written notice to City, cancel and terminate this Lease. It is agreed that, in addition to the remedy of cancellation and termination as hereinabove in this Section 18 provided, Lessors shall have the right, by appropriate legal action, to compel specific performance by City of its obligations hereunder, to enjoin any default or breach by City, or to recover damages from City arising out of such breach or default.

19. Any notice herein contemplated to be given to Lessors shall be sufficient if given in writing by registered or certified mail and, in either case, addressed to:

United Park City Mines Company
309 Kearns Building
Salt Lake City, Utah 84101

and

Greater Park City Company
P. O. Box 39
Park City, Utah 84060

or to such other address or addresses as Lessors shall hereafter designate to City in writing.

Any notice herein contemplated to be given to City shall be sufficient if given in writing by registered or certified mail and, in either case, addressed to:

Park City Corporation
City Hall
Park City, Utah 84060

or to such other address or addresses as City shall hereafter designate to Lessors in writing.

Notices by mail shall be deemed effective and complete at the time of posting and mailing in accordance herewith.

20. In the event that title to the Leased Premises should be conveyed by UPC to GPC during the term of this Lease, GPC shall thereupon succeed to all rights, duties and obligations of Lessors hereunder, and UPC shall thereafter have no rights, duties or obligations as a Lessor hereunder.

In the event that the Purchase Agreement between UPC and GPC should at any time during the term hereof be terminated insofar as the Leased Premises are concerned, or in the event that GPC should surrender or convey to UPC all of its right, title and interest in and to the Leased Premises, UPC shall thereupon succeed to all rights, duties and obligations of the Lessors hereunder, and GPC shall thereafter have no rights, duties or obligations as a Lessor hereunder.

21. City shall not have the right to sell, assign, transfer or sublet any portion of its rights under this Lease, or any interest herein, without the written approval of Lessors having been first had and obtained.

22. Subject to the restrictions contained in Paragraph 21 hereof, this Lease is and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

23. This Lease shall be interpreted in accordance with the laws of the State of Utah.

Dated the day and year first above written.

UNITED PARK CITY MINES COMPANY

By _____
President

ATTEST:

E. L. O'Leary
Secretary

GREATER PARK CITY COMPANY

By Marion King
President

ATTEST:

Assistant Secretary

PARK CITY, a Utah municipal corporation

By William D. Sullivan
Mayor

ATTEST:

Willie Terry
Clerk

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 12th day of October, 1973, personally appeared before me MILES P. ROMNEY, who, being by me duly sworn, did say that he is the President of UNITED PARK CITY MINES COMPANY, a Delaware corporation, and that the within and foregoing Lease was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said MILES P. ROMNEY duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: _____

Notary Public

Residing at Salt Lake City, Utah

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On this 12th day of October, 1973, personally appeared before me J. WARREN KING, who, being by me duly sworn, did say that he is the President of GREATER PARK CITY COMPANY, a Utah corporation, and that the within and foregoing Lease was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. WARREN KING duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: _____

Notary Public

Residing at: _____

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On this 4th day of October, 1972, personally appeared before me William Sullivan, who, being by me duly sworn, did say that he is the Mayor of PARK CITY, a Utah municipal corporation, and that the within and foregoing Lease was signed in behalf of said corporation by authority of a resolution of the Park City Commission, and said William Sullivan duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires:

1-11-76

Jim Wilkerson Jr
Notary Public

Residing at:

QUITCLAIM DEED

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency whereof are hereby acknowledged, PARK CITY, a Utah municipal corporation, and ERNEST F. FUELLING and FUELLING, his wife (hereinafter designated "Grantors"), hereby release, remise and forever quitclaim unto UNITED PARK CITY MINES COMPANY, a Delaware corporation, all of the right, title and interest of Grantors, and each of them, in and to the following described real property situated in Summit County, State of Utah:

Beginning at a point which is South 89°25' East 2,368.07 feet from the center of Section 8, Township 2 South, Range 4 East, Salt Lake Meridian;
thence South 49°21'04" East 260.97 feet;
thence South 76°11'06" East 439.72 feet;
thence South 00°52'53" East 260.03 feet;
thence South 49°56'21" East 287.45 feet;
thence South 720.00 feet;
thence East 201.00 feet;
thence South 09°41'20" East 415.93 feet;
thence South 15°57'54" East 338.78 feet;
thence North 79°51'31" East 66.95 feet;
thence North 76°22'45" East 212.53 feet;
thence North 28°43' West 59.50 feet;
thence North 34°35' West 157.00 feet;
thence North 70°00'29" East 215.00 feet;
thence North 74°24'15" East 49.11 feet;
thence North 64°47'30" East 175.00 feet;
thence South 25°12'30" East 140.00 feet;
thence South 87°45'03" East 684.68 feet;
thence South 2°19'38" East 376.31 feet;
thence South 8°09'09" East 363.65 feet;
thence South 89°29'30" East 50.00 feet;
thence South 15°56'25" East 174.25 feet;
thence South 20°08'45" East 120.10 feet;

EXHIBIT A

thence South 24°55'01" East 120.11 feet;
thence South 28°32'25" East 191.05 feet;
thence South 00°45'47" West 95.00 feet;
thence South 30°50'41" East 925.68 feet;
thence North 58°02' East 275.00 feet;
thence South 31°58' East 682.40 feet;
thence South 58°02' West 67.30 feet;
thence South 34°35' East 212.74 feet;
thence East 167.16 feet;
thence North 00°34'06" East 2,072.88 feet;
thence North 89°18' West 2.98 feet;
thence North 289.25 feet;
thence North 82°14' East 30.90 feet;
thence North 16°15' West 240.00 feet;
thence North 80°43' East 37.00 feet;
thence North 799.90 feet;
thence South 89°31' East 1,348.62 feet;
thence North 01°20'32" East 1,330.05 feet;
thence North 89°49'11" West 2,643.32 feet;
thence North 600.00 feet;
thence South 52° West 174.89 feet;
thence South 56° West 124.93 feet;
thence South 60°35' West 164.92 feet;
thence South 64°40' West 207.91 feet;
thence South 72°20' West 799.72 feet;
thence North 89°34'45" West 1,318.90 feet;
thence North 89°25'00" West 261.83 feet
to the point of beginning.

Excluding therefrom the following:

Beginning at the Northwest corner of the
Southwest Quarter of Section 9, Township
2 South, Range 4 East, Salt Lake Meridian;
thence South 20.0 feet;
thence South 89°00' East 76.0 feet;
thence South 73°48' East 63.5 feet;
thence South 65°40' East 84.0 feet;
thence East 176 feet;
thence North 33°00' West 87.5 feet;
thence West 342 feet to the point of
beginning.

Beginning at a point which is North 89°34'
44" West 832 feet from the Northeast corner
of the Southwest Quarter of Section 9, Town-
ship 2 South, Range 4 East, Salt Lake Merid-
ian; thence North 89°34'45" West 180 feet;
thence South 00°25'06" East 140 feet;
thence South 89°34'45" East 180 feet;
thence North 00°25'06" West 140 feet
to the point of beginning.

Beginning at a point located 1,579 feet East and 360 feet North of the Southwest corner of Section 9, Township 2 South, Range 4 East, Salt Lake Meridian; thence South 23°30' East 55 feet; thence North 59°32'30" East 43.4 feet; thence North 31°18' West 52.0 feet; thence South 60°38' West 136 feet to the point of beginning.

Dated this 4th day of October, 1973.

PARK CITY, a Utah municipal corporation

ATTEST:

Vicki Terry
Clerk

By William D. Sullivan
Mayor

Ernest F. Fuelling

Fuelling

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

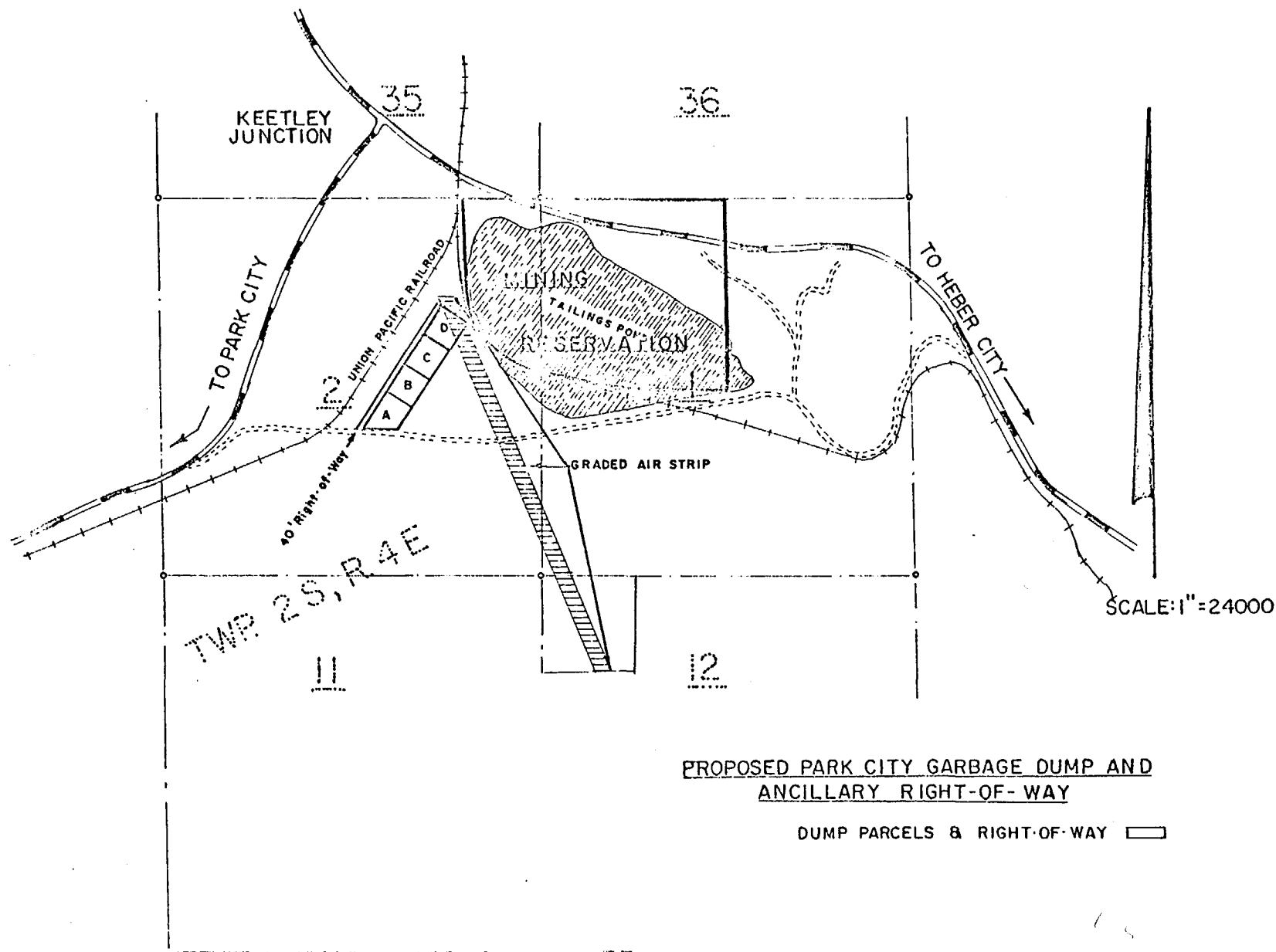
On this _____ day of _____, 1973, personally appeared before me _____, who, being by me duly sworn, did say that he is the Mayor of PARK CITY, a Utah municipal corporation, and that the within and foregoing Quitclaim Deed was signed in behalf of said corporation by authority of a resolution of the Park City Commission, and said _____ duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: _____ Notary Public
_____ Residing at:

STATE OF UTAH)
 : ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 1973, personally appeared before me ERNEST F. FUELLING and _____ FUELLING, his wife, signers of the foregoing Quitclaim Deed, who duly acknowledged to me that they executed the same.

My Commission Expires: _____ Notary Public
_____ Residing at:



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION VIII

999 18th STREET—SUITE 500
DENVER, COLORADO 80202-2405

September 29, 1987

Ref: 8WM-C

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Joe McPhie
Mine Superintendent
United Park City Mines
P.O. Box 1450
Park City, Utah 84060

Dear Mr. McPhie:

Herewith enclosed is the NPDES permit for United Park City Mines,
UT 0022403. This permit shall become effective
and issued thirty (30) days following your receipt of this letter unless,
within thirty (30) days following the date of receipt, you submit a request
for an evidentiary hearing in accordance with the provisions of 40 CFR
Section 124.74. Such request must be addressed to:

Regional Administrator (8A)
U.S. Environmental Protection Agency
Region VIII, Suite 500
Denver Place
999 18th Street
Denver, Colorado 80202-2405

If you have any legal questions with regard to this matter, please
contact the Regional Counsel's office at (303) 293-1457. Questions regarding
monitoring requirements should be directed to Compliance Branch at
(303) 293-1589.

Sincerely yours,

Max H. Dodson
Max H. Dodson
Director
Water Management Division

Enclosures

NPDES Discharge Permit

U.S. E.P.A. REGION VIII
999 - 18TH STREET

Permit No.: UT-0022403

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION VIII
DENVER PLACE
999 18TH STREET, SUITE 500
DENVER, COLORADO 80202-2405

AUTHORIZATION TO DISCHARGE UNDER THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

In compliance with the provisions of the Clean Water Act, as amended,
(33 U.S.C. §1251 et seq; the "Act"),

the United Park City Mines Company,

is authorized to discharge from a facility located at Keetley Station, Utah,

to receiving waters named Drain Tunnel Creek, a tributary of the Provo River,

in accordance with discharge point(s), effluent limitations, monitoring
requirements and other conditions set forth herein.

This permit shall become effective November 1, 1987.

This permit and the authorization to discharge shall expire at midnight,
June 30, 1992.

Signed this 28th day of September 1987.



Authorized Permitting Official

Max H. Dodson
Director
Water Management Division

Title

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PART I

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I. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Definitions

1. The "30-day (and monthly) average," other than for fecal coliform bacteria and total coliform bacteria, is the arithmetic average of all samples collected during a consecutive 30-day period or calendar month, whichever is applicable. Geometric means shall be calculated for fecal coliform bacteria and total coliform bacteria. The calendar month shall be used for purposes of reporting self-monitoring data on discharge monitoring report forms.
2. The "7-day (and weekly) average," other than for fecal coliform bacteria and total coliform bacteria, is the arithmetic mean of all samples collected during a consecutive 7-day period or calendar week, which ever is applicable. Geometric means shall be calculated for fecal coliform bacteria and total coliform bacteria. The 7-day and weekly averages are applicable only to those effluent characteristics for which there are 7-day average effluent limitations. The calendar week which begins on Sunday and ends on Saturday shall be used for purposes of reporting self-monitoring data on discharge monitoring report forms. Weekly averages shall be calculated for all calendar weeks with Saturdays in the month. If a calendar week overlaps two months (i.e., the Sunday is in one month and the Saturday in the following month), the weekly average calculated for that calendar week shall be included in the data for the month that contains the Saturday.
3. "Daily Maximum" ("Daily Max.") is the maximum value allowable in any single sample or instantaneous measurement.
4. "Composite samples" shall be flow proportioned. The composite sample shall, as a minimum, contain at least four (4) samples collected over the compositing period. Unless otherwise specified, the time between the collection of the first sample and the last sample shall not be less than six (6) hours nor more than 24 hours. Acceptable methods for preparation of composite samples are as follows:
 - a. Constant time interval between samples, sample volume proportional to flow rate at time of sampling;
 - b. Constant time interval between samples, sample volume proportional to total flow (volume) since last sample. For the first sample, the flow rate at the time the sample was collected may be used;

A. Definitions (Continued)

- c. Constant sample volume, time interval between samples proportional to flow (i.e., sample taken every "x" gallons of flow); and,
 - d. Continuous collection of sample, with sample collection rate proportional to flow rate.
- 5. A "grab" sample, for monitoring requirements, is defined as a single "dip and take" sample collected at a representative point in the discharge stream.
 - 6. An "instantaneous" measurement, for monitoring requirements, is defined as a single reading, observation, or measurement.
 - 7. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
 - 8. "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility.
 - 9. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
 - 10. "Director" means Director of the United States Environmental Protection Agency's Water Management Division.
 - 11. "EPA" means the United States Environmental Protection Agency.

B. Specific Limitations and Self-Monitoring Requirements

1. Effluent Limitations and Monitoring Requirements

During the period beginning with the effective date of this permit the permittee is authorized to discharge from Outfall serial number 001.

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristics</u>	<u>Discharge Limitations a/</u>		<u>Monitoring Requirements a/</u>	
	<u>Other Units (Specify)</u>		<u>Measurement Frequency</u>	<u>Sample Type</u>
	<u>Monthly Average</u>	<u>Daily Maximum</u>		
Flow-M ³ /Day (MGD)	N/L	N/L	Continuous	Recorder
Total Suspended Solids	20 mg/L	30 mg/L	1/week	Grab
Lead, total	0.200 mg/L	0.300 mg/L	1/month	Grab
Lead, dissolved	N/L	0.05 mg/L	1/month	Grab
Zinc, total				
April-July	0.75 mg/L	1.5 mg/L	1/week	Grab
Aug.-March	0.50 mg/L	1.0 mg/L	1/week	Grab
Zinc, dissolved	0.25 mg/L	N/L	1/week	Grab
Copper, total	0.15 mg/L	0.3 mg/L	1/quarter	Grab
Copper, dissolved	N/L	0.05 mg/L	1/quarter	Grab
Mercury	0.001 mg/L	0.002 mg/L	1/quarter	Grab
Oil and Grease	N/L	10 mg/L	*	*
Whole Effluent Toxicity	See Specific Limitation No. 2		See Specific Limitation No. 2	
TDS	N/L	N/L	1/month	Grab

The discharge shall have a pH value between 6.5 and 9.0 at all times and shall be monitored daily by a grab sample.

There shall be no discharge of floating solids or visible foam in other than trace amounts.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location: At the point of discharge from Ontario Drain Tunnel #2, after the final treatment pond.

- * There shall be no visual sheen in the discharge. The discharge shall be monitored visually on a weekly basis. If a sheen is evident a grab sample shall be taken and analyzed for oil and grease.

a/ See Definitions part 1A for definition of terms.

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B. Specific Limitations and Monitoring Requirements (Continued)

2. Starting in January, 1988, the permittee shall, once each calendar quarter, conduct acute static replacement toxicity tests on a grab sample or a flow proportioned composite sample of the final effluent.

The replacement static toxicity tests shall be conducted in accordance with the procedures set out in the latest revision of "Methods for Measuring the Acute Toxicity of Effluents to Freshwater and Marine Organisms", EPA-600/4-85-013 (Rev. March 1985). The permittee shall conduct an acute 48-hour static toxicity test using Ceriodaphnia sp. and an acute 96-hour static replacement toxicity test using fathead minnows 5 days (+ 2 day) of age. After each 24 hours of the test period, the dilutions shall be replaced with freshly prepared dilutions of the original effluent sample. The dilution water shall be reconstituted fresh water with hardness and alkalinity similar to that of the effluent.

Test results shall be reported along with the Discharge Monitoring Report (DMR) submitted for the end of the reporting calendar quarter (e.g., biomonitoring results for the calendar quarter ending March 31 shall be reported with the DMR due April 28, with the remaining biomonitoring reports submitted with DMRs due each July 28, October 28, and January 28). The format for the report shall be consistent with the February 1987 Region VIII Guidance For Biomonitoring Reporting, or its latest revision, and shall include all chemical and physical data as specified for the tests.

If the results for one year (four consecutive quarters) of biomonitoring indicate no acute toxicity, the permittee may request the permit issuing authority to allow the permittee to reduce the biomonitoring to quarterly acute toxicity testing on only one species. The permittee is to specify which species would be used in the testing. The permit issuing authority may approve or deny the request based on the biomonitoring results and other available information. If the request is approved, the test procedures are to be the same as specified above for the test species.

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B. Specific Limitations and Monitoring Requirements (Continued)

3. The permittee shall develop and implement a Best Management Practices (BMP) Plan which prevents, or minimizes the potential for, the release of toxic substances from ancillary activities to waters of the United States through plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage. The Plan shall be developed within six months of the permit issuance and shall be implemented as soon as practicable, but not later than one year after the effective date of the permit. In addition to the general requirements of all BMP Plans, United Park City Mines Company shall be required to comply with the following Specific Conditions:
 - a. The permittee shall continue efforts to reduce the dispersion and migration of pollutants from the tailings pond site. These efforts shall include covering and revegetating parts of the site and diversion of snowmelt and stormwater runoff from the tailings pond, as well as containment of contaminated surface seepage from the toe and abutment of the tailings dam.
 - b. The permittee shall continue to divert as much water as possible from high zinc areas of the mine in an effort to reduce the dissolution of zinc from zinc-bearing ores.
4. The permittee shall monitor the Provo River above and below Drain Tunnel Creek if the pH of Outfall 001 drops below 8.2 for three consecutive days or if a known discharge of zinc in violation of the permit limitations occurs. Monitoring of the river for dissolved zinc, lead, and copper, and pH shall commence at the time of the known discharge of high zinc concentration or period of lowered pH and shall continue weekly for four weeks after the zinc concentration in Outfall 001 complies with permit limits or the pH of Outfall 001 increases to above 8.4. All monitoring shall be by grab samples. In addition, monitoring as described above shall be done weekly during periods when flow in the Provo River below the confluence with Drain Tunnel Creek is less than five times the flow from the mine, for a seven consecutive day period.

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5. There shall be no point source discharge of pollutants into Silver Creek or its tributaries resulting from the permittee's operations.
6. The permittee shall notify EPA and the State of Utah of the planned resumption of active operations prior to the production of ore and/or the operation of the mill. After the notice of active operations, the permit issuing authority will review the permit limitations in the context of BAT for metal mine drainage and current State standards, and will modify the permit as necessary.
7. The permittee shall comply with Best Management Practices for Mountainlands 208 planning area.
8. The permittee shall monitor Silver Creek and the five monitoring wells located below the tailings disposal site quarterly for the following parameters: total and dissolved zinc, total and dissolved lead, cyanide, total and dissolved manganese, TDS and pH.
9. The permittee shall continue to operate the mine water treatment system even if the zinc concentration in the raw mine water is below the effluent limitations unless the permittee can demonstrate that the pH of both the raw mine water and settling pond effluents are sufficiently high to prevent dissolution of precipitated zinc sludge in the settling ponds.

PART II

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II. MONITORING, RECORDING AND REPORTING REQUIREMENTS

- A. Representative Sampling. Samples taken in compliance with the monitoring requirements established under Part I shall be collected from the effluent stream prior to discharge into the receiving waters. Samples and measurements shall be representative of the volume and nature of the monitored discharge.
- B. Monitoring Procedures. Monitoring must be conducted according to test procedures approved under 40 CFR Part 136, unless other test procedures have been specified in this permit.
- C. Penalties for Tampering. The Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate, any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than two years per violation, or by both.
- D. Reporting of Monitoring Results. Effluent monitoring results obtained during the previous month shall be summarized and reported on a Discharge Monitoring Report Form (EPA No. 3320-1), postmarked no later than the 28th day of the month following the completed reporting period. If no discharge occurs during the reporting period, "no discharge" shall be reported. Legible copies of these, and all other reports required herein, shall be signed and certified in accordance with the requirements of Signatory Requirements (see Part IV), and submitted to the Director, Water Management Division and the State agency at the following addresses:

original to: United States Environmental Protection Agency
Region VIII
Denver Place
999 18th Street, Suite 500
Denver, Colorado 80202-2405

Attention: Water Management Division
Compliance Branch (8WM-C)

copy to: Utah Department of Health
Bureau of Water Pollution Control
P.O. Box 16690
Salt Lake City, Utah 84116-0690

Other testing and monitoring requirements contained in Part I B4 and Part I B8 shall be submitted to the Utah Department of Health on a quarterly basis.

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- E. Compliance Schedules. Reports of compliance or noncompliance with, or any progress reports on interim and final requirements contained in any Compliance Schedule of this permit shall be submitted no later than 14 days following each schedule date.
- F. Additional Monitoring by the Permittee. If the permittee monitors any pollutant more frequently than required by this permit, using test procedures approved under 40 CFR 136 or as specified in this permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR. Such increased frequency shall also be indicated.
- G. Records Contents. Records of monitoring information shall include:
1. The date, exact place, and time of sampling or measurements;
 2. The individual(s) who performed the sampling or measurements;
 3. The date(s) analyses were performed;
 4. The individual(s) who performed the analyses;
 5. The analytical techniques or methods used; and,
 6. The results of such analyses.
- H. Retention of Records. The permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least three years from the date of the sample, measurement, report or application. This period may be extended by request of the Director at any time. Data collected on site, copies of Discharge Monitoring Reports, and a copy of this NPDES permit must be maintained on site during the duration of activity at the permitted location.
- I. Twenty-four Hour Notice of Noncompliance Reporting.
1. The following occurrences of noncompliance shall be reported by telephone within 24 hours from the time the permittee becomes aware of the circumstances:
 - a. Any noncompliance which may endanger health or the environment;
 - b. Any unanticipated bypass which exceeds any effluent limitation in the permit (See Part III.G., Bypass of Treatment Facilities.);
 - c. Any upset which exceeds any effluent limitation in the permit (See Part III.H., Upset Conditions.); or,
 - d. Violation of a maximum daily discharge limitation for any of the pollutants listed in the permit to be reported within 24 hours.

PART II

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2. A written submission shall also be provided within five days of the time that the permittee becomes aware of the circumstances. The written submission shall contain:
 - a. A description of the noncompliance and its cause;
 - b. The period of noncompliance, including exact dates and times;
 - c. The estimated time noncompliance is expected to continue if it has not been corrected; and,
 - d. Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.
3. The Director may waive the written report on a case-by-case basis if the oral report has been received within 24 hours by the Compliance Branch, Water Management Division, Denver, Colorado, by phone, (303) 293-1589.
4. Reports shall be submitted to the addresses in Part II.D., Reporting of Monitoring Results.
- J. Other Noncompliance Reporting. Instances of noncompliance not required to be reported within 24 hours shall be reported at the time that monitoring reports for Part II.D. are submitted. The reports shall contain the information listed in Part II.I.2.
- K. Inspection and Entry. The permittee shall allow the Director, or an authorized representative, upon the presentation of credentials and other documents as may be required by law, to:
 1. Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
 2. Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
 3. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and,
 4. Sample or monitor at reasonable times, for the purpose of assuring permit compliance or as otherwise authorized by the Act, any substances or parameters at any location.

III. COMPLIANCE RESPONSIBILITIES

- A. Duty to Comply. The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. The permittee shall give advance notice to the Director of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.
- B. Penalties for Violations of Permit Conditions. The Act provides that any person who violates a permit condition implementing Sections 301, 302, 306, 307, 308, 318, or 405 of the Act is subject to a civil penalty not to exceed \$25,000 per day of such violation. Any person who willfully or negligently violates permit conditions implementing Sections 301, 302, 306, 307, or 308 of the Act is subject to a fine of not less than \$5,000, nor more than \$50,000 per day of violation, or by imprisonment for not more than 3 years, or both. Except as provided in permit conditions on Part III.G., Bypass of Treatment Facilities and Part III.H., Upset Conditions, nothing in this permit shall be construed to relieve the permittee of the civil or criminal penalties for noncompliance.
- C. Need to Halt or Reduce Activity not a Defense. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.
- D. Duty to Mitigate. The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.
- E. Proper Operation and Maintenance. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems which are installed by a permittee only when the operation is necessary to achieve compliance with the conditions of the permit. However, the permittee shall operate, as a minimum, one complete set of each main line unit treatment process whether or not this process is needed to achieve permit compliance.
- F. Removed Substances. Collected screenings, grit, solids, sludges, or other pollutants removed in the course of treatment shall be buried or disposed of in such a manner as to prevent any pollutant from entering any waters of the state or creating a health hazard. Sludge/digester supernatant and filter backwash shall not directly enter either the final effluent or waters of the United States by any other direct route.

PART III

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Permit No.: UT-0022403

G. Bypass of Treatment Facilities:

1. Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of paragraphs 2. and 3. of this section. Return of removed substances, as described in Part III.F., to the discharge stream shall not be considered a bypass under the provisions of this paragraph.
2. Notice:
 - a. Anticipated bypass. If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least 60 days before the date of the bypass.
 - b. Unanticipated bypass. The permittee shall submit notice of an unanticipated bypass as required under Part II.I., Twenty-four Hour Reporting.
3. Prohibition of bypass.
 - a. Bypass is prohibited and the Director may take enforcement action against a permittee for a bypass, unless:
 - (1) The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgement to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and,
 - (3) The permittee submitted notices as required under paragraph 2. of this section.
 - b. The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed above in paragraph 3.a. of this section.

PART III

Page 14 of 20
Permit No.: UT-0022403

H. Upset Conditions.

1. Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of paragraph 2. of this section are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.
 2. Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
 - a. An upset occurred and that the permittee can identify the cause(s) of the upset;
 - b. The permitted facility was at the time being properly operated;
 - c. The permittee submitted notice of the upset as required under Part II.I., Twenty-four Hour Notice of Noncompliance Reporting; and,
 - d. The permittee complied with any remedial measures required under Part III.D., Duty to Mitigate.
 3. Burden of proof. In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.
- I. Toxic Pollutants. The permittee shall comply with effluent standards or prohibitions established under Section 307(a) of the Act for toxic pollutants within the time provided in the regulations that establish those standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement.

PART III

Page 15 of 20

Permit No.: UT-0022403

J. Changes in Discharge of Toxic Substances. Notification shall be provided to the Director as soon as the permittee knows of, or has reason to believe:

1. That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
 - a. One hundred micrograms per liter (100 ug/L);
 - b. Two hundred micrograms per liter (200 ug/L) for acrolein and acrylonitrile; five hundred micrograms per liter (500 ug/L) for 2,4-dinitrophenol and for 2-methyl-4,6-dinitrophenol; and one milligram per liter (1 mg/L) for antimony;
 - c. Five (5) times the maximum concentration value reported for that pollutant in the permit application in accordance with 40 CFR 122.21(g)(7); or,
 - d. The level established by the Director in accordance with 40 CFR 122.44(f).
2. That any activity has occurred or will occur which would result in any discharge, on a non-routine or infrequent basis, of a toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
 - a. Five hundred micrograms per liter (500 ug/L);
 - b. One milligram per liter (1 mg/L) for antimony;
 - c. Ten (10) times the maximum concentration value reported for that pollutant in the permit application in accordance with 40 CFR 122.21(g)(7); or,
 - d. The level established by the Director in accordance with 40 CFR 122.44(f).

PART IV

Page 16 of 20

Permit No.: UT-0022403

IV. GENERAL REQUIREMENTS

- A. Planned Changes. The permittee shall give notice to the Director as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when:
1. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source as determined in 40 CFR 122.29(b); or,
 2. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under Part IV.A.1.
- B. Anticipated Noncompliance. The permittee shall give advance notice of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.
- C. Permit Actions. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.
- D. Duty to Reapply. If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for and obtain a new permit. The application should be submitted at least 180 days before the expiration date of this permit.
- E. Duty to Provide Information. The permittee shall furnish to the Director, within a reasonable time, any information which the Director may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish to the Director, upon request, copies of records required to be kept by this permit.
- F. Other Information. When the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or any report to the Director, it shall promptly submit such facts or information.

PART IV

Page 17 of 20

Permit No.: UT-0022403

- G. Signatory Requirements. All applications, reports or information submitted to the Director shall be signed and certified.
1. All permit applications shall be signed as follows:
 - a. For a corporation: by a responsible corporate officer;
 - b. For a partnership or sole proprietorship: by a general partner or the proprietor, respectively;
 - c. For a municipality, State, Federal, or other public agency: by either a principal executive officer or ranking elected official.
 2. All reports required by the permit and other information requested by the Director shall be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:
 - a. The authorization is made in writing by a person described above and submitted to the Director, and,
 - b. The authorization specified either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position.)
 3. Changes to authorization. If an authorization under paragraph IV.G.2. is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of paragraph IV.G.2. must be submitted to the Director prior to or together with any reports, information, or applications to be signed by an authorized representative.

PART IV

Page 18 of 20
Permit No.: UT-0022403

4. **Certification.** Any person signing a document under this section shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

- H. Penalties for Falsification of Reports. The Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance shall, upon conviction be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than six months per violation, or by both.
- I. Availability of Reports. Except for data determined to be confidential under 40 CFR Part 2, all reports prepared in accordance with the terms of this permit shall be available for public inspection at the offices of the State water pollution control agency and the Director. As required by the Act, permit applications, permits and effluent data shall not be considered confidential.
- J. Oil and Hazardous Substance Liability. Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Act.

PART IV

Page 19 of 20

Permit No.: UT-0022403

- K. Property Rights. The issuance of this permit does not convey any property rights of any sort, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations.
- L. Severability. The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.
- M. Transfers. This permit may be automatically transferred to a new permittee if:
1. The current permittee notifies the Director at least 30 days in advance of the proposed transfer date;
 2. The notice includes a written agreement between the existing and new permittees containing a specific date for transfer of permit responsibility, coverage, and liability between them; and,
 3. The Director does not notify the existing permittee and the proposed new permittee of his or her intent to modify, or revoke and reissue the permit. If this notice is not received, the transfer is effective on the date specified in the agreement mentioned in paragraph 2. above.
- N. State Laws. Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable state law or regulation under authority preserved by Section 510 of the Act.

PART IV

Page 20 of 20

Permit No.: UT-0022403

0. Water Quality Standard Requirement - Reopener Provision
This permit may be reopened and modified (following proper administrative procedures) to include the appropriate effluent limitations and compliance schedule, if necessary, if one or more of the following events occurs:
1. Water Quality Standards for the receiving water(s) to which the permittee discharges are modified in such a manner as to produce different effluent limits than contained in this permit.
 2. A final wasteload allocation is developed and approved by the State and/or EPA for incorporation in this permit.
 3. A revision to the current 208 plan is approved and adopted which calls for different effluent limitations than contained in this permit.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION VIII
ONE DENVER PLACE — 999 18TH STREET — SUITE 1300
DENVER, COLORADO 80202-2413

AUG 12 1985

Ref: 8WM-C

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. E. O. Osika, Jr.
Vice President and
Secretary Treasurer
United Park City Mines Company
309 Kearns Building
Salt Lake City, Utah 84101

RE: NPDES Permit Modification

Dear Mr. Osika:

As was discussed in a meeting with EPA and State personnel on May 1, 1985, enclosed are modified pages 1, 2, and 3 for NPDES Permit Number UT-0022403. The modification includes a name change from Noranda Mining Company to United Park City Mines Company, change of sample type from composite to grab samples, and the addition of several definitions for clarification purposes regarding permit monitoring and reporting.

If you have questions concerning these modifications or the permit, please contact Mr. Robert J. Burm of this office at (303) 293-1589.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Patrick J. Godsil".

Patrick J. Godsil
Chief, Compliance Branch
Water Management Division

Enclosures

cc: Fred Pehrson
Utah Department of Health

Permit (:) UT-0022403 RENEWAL

Effective Date: Date of Issuance*

Expiration Date: June 30, 1986

AUTHORIZATION TO DISCHARGE UNDER THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

In compliance with the provisions of the Clean Water Act, as amended
(33 U.S.C. 1251 et. seq.) (hereinafter referred to as "the Act"),

the United Park City Mines Company,

is authorized by the United States Environmental Protection Agency,

to discharge from a facility located at Keetley Station, Utah,

to Drain Tunnel Creek, a tributary of the Provo River,

in accordance with effluent limitations, monitoring requirements and other
conditions set forth in Parts I, II, and III, hereof.

Jack W. Hoffbuhr
Authorized Permitting Official

5/2/86
Date

Jack W. Hoffbuhr, P.E.
Acting Director
Water Management Division

Title

*Permit name was changed from Noranda Mining Company, Inc., to United Park
City Mines on August 12, 1985.

*Thirty (30) days after the date of receipt of this permit by the Applicant.

A. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

1. During the period beginning immediately and lasting through June 30, 1986, the permittee is authorized to discharge from outfall serial number 001.

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristics</u>	<u>Discharge Limitations</u>		<u>Monitoring Requirements</u>	
	<u>Concentration</u> <u>Daily Avg.</u> <u>mg/L</u>	<u>Daily Max.</u> <u>mg/L</u>	<u>Measurement</u> <u>Frequency</u>	<u>Sample</u> <u>Type</u>
Flow, m ³ /Day (MGD)	N/A	N/A	Continuous	1/
Total Suspended Solids	20	30	Once a Week	Grab
Total Lead	0.2	0.4	Once a Week	Grab
Dissolved Lead	N/A	0.05	Once a Week	Grab
Total Zinc	0.5	1.0 2/	Once a Week	Grab
Total Copper	0.15	0.3 2/	Once a Month	Grab
Mercury	0.001 2/	0.002	Once a Month	Grab
Cyanide	N/A	N/A	Once a Month	Grab
Total Manganese	N/A	N/A	Once a Month	Grab
Total Dissolved Solids	N/A	N/A	Once a Month	Grab

There shall be no sanitary wastes included in this discharge.

The pH shall not be less than 6.5 standard units nor greater than 9.0 standard units and shall be monitored monthly by a grab sample.

There shall be no discharge of floating solids or visible foam in other than trace amounts.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location: At the point of discharge from Ontario Drain Tunnel #2, after the final treatment pond.

Oil and Grease shall not exceed 10 mg/L in any grab sample and there shall be no visible sheen. The discharge shall be visually examined weekly for the presence of Oil and Grease.

1/ Weir, flume, or other comparably accurate measuring technique.

2/ See Part III, E., page 11 of 11.

B. MONITORING AND REPORTING

1. Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge.
2. Monitoring results obtained during the previous month shall be summarized and reported on a Discharge Monitoring Report Form (EPA No. 3320-1), postmarked no later than the 28th day of the month following the completed reporting period. The first report is due on June 28, 1982. If no discharge occurs during the reporting period, "no discharge" shall be reported. Duplicate signed copies of these, and all other reports required herein, shall be submitted to the Regional Administrator and the State at the following addresses:

U.S. Environmental Protection Agency
One Denver Place
999 18th Street, Suite 1300
Denver, Colorado 80202-2413
Attention: Water Management Division
Compliance Branch (8WM-C)

Utah Department of Health
Division of Environmental Health
Bureau of Water Pollution Control
P.O. Box 45500
Salt Lake City, Utah 84145-0500

3. Definitions

- a. The "daily average" means the arithmetic average of all the daily determinations made during a calendar month. Daily determinations made using a composite sample shall be the value of the composite sample. When grab samples are used, the daily determination shall be the value of the sample collected during the calendar day. Daily determinations of mass shall be determined by the daily determination of concentration multiplied by the volume of discharge for that day.
- b. The "daily maximum" concentration means the daily determination of concentration for any calendar day.
- c. Measurement of flow shall be performed by a direct flow measurement technique such as flow meter, weir, or gauge,
- d. A "composite" sample, for monitoring requirements, is defined as a minimum of four (4) grab samples collected at equally spaced two (2) hour intervals and proportioned according to flow. Composite sampling must not exceed a 24-hour time period.
- e. A "grab" sample, for monitoring requirements, is defined as a single "dip and take" sample collected at a representative point in the discharge stream.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VIII

1860 LINCOLN STREET

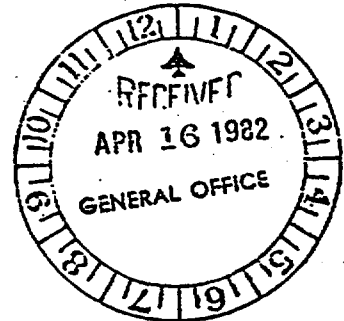
DENVER, COLORADO 80295

APR 10 1982

Ref: 8WM-C

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. J. Rutherford
Project Manager
Noranda Mining, Inc.
P.O. Box 1450
Park City, Utah 84060



Dear Mr. Rutherford:

..... Herewith enclosed is the NPDES permit for Noranda Mining, Inc., Ontario Project, UT-0022403. This permit shall become effective and issued thirty (30) days following your receipt of this letter unless, within thirty (30) days following the date of receipt, you submit a request for an evidentiary hearing in accordance with the provisions of 40 CFR Section 124.74. Such request must be addressed to:

Steven J. Durham (8A)
Regional Administrator
U.S. Environmental Protection Agency
Region VIII, Suite 103
1860 Lincoln Street
Denver, Colorado 80295

If you have any legal questions with regard to this matter, please contact Mr. James A. Thompson, Jr., of this Agency at (303) 837-3826. Questions regarding monitoring requirements should be directed to Mr. Doug Skie of this office at (303) 837-4335.

Sincerely yours,

Jack W. Hoffbuhr
Jack W. Hoffbuhr
Acting Director
Water Management Division

Enclosures

NPDES Discharge Permit
EPA Form 3320-1 for reporting
self-monitoring

Permit No.: UT-0022403 MI RENEWAL

Effective Date: Date of Issuance*

Expiration Date: June 30, 1986

AUTHORIZATION TO DISCHARGE UNDER THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

In compliance with the provisions of the Clean Water Act, as amended
(33 U.S.C. 1251 et. seq.) (hereinafter referred to as "the Act"),

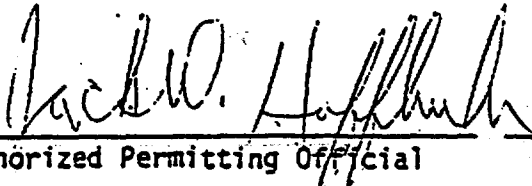
the Noranda Mining, Incorporated - Ontario Project,

is authorized by the United States Environmental Protection Agency,

to discharge from a facility located at Keetley Station, Utah,

to Drain Tunnel Creek, a tributary of the Provo River,

in accordance with effluent limitations, monitoring requirements and other
conditions set forth in Parts I, II, and III, hereof.


Authorized Permitting Official

4/8/82
Date

Jack W. Hoffbuhr, P.E.
Acting Director
Water Management Division

Title

*Thirty (30) days after the date of receipt of this permit by the Applicant.

A. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

During the period beginning immediately, and lasting through June 30, 1986, the permittee is authorized to discharge from outfall serial number 001.

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>	<u>Discharge Limitations</u>		<u>Monitoring Requirements</u>	
	<u>Concentration</u>			
	<u>Daily Avg</u>	<u>Daily Max</u>	<u>Measurement</u>	<u>Sample</u>
	<u>mg/l</u>	<u>mg/l</u>	<u>Frequency</u>	<u>Type</u>
Flow, m ³ /Day (MGD)	N/A	N/A	Continuous	1/
Total Suspended Solids	20	30	Weekly	Composite
Total Lead	0.2	0.4	Weekly	Composite
Dissolved Lead	N/A	0.05	Weekly	Composite
Total Zinc	0.5	1.0 2/	Weekly	Composite
Total Copper	0.15	0.3 2/	Monthly	Composite
Mercury	0.001	0.002	Monthly	Composite
Cyanide	N/A	N/A	Monthly	Composite
Total Manganese	N/A	N/A	Monthly	Composite
Total Dissolved Solids	N/A	N/A	Monthly	Composite

There shall be no sanitary wastes included in this discharge.

The pH shall not be less than 6.5 standard units nor greater than 9.0 standard units and shall be monitored monthly by a grab sample.

There shall be no discharge of floating solids or visible foam in other than trace amounts.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location: At the point of discharge from Ontario Drain Tunnel #2, after the final treatment pond.

Oil and Grease shall not exceed 10 mg/l in any grab sample and there shall be no visible sheen. The discharge shall be visually examined weekly for the presence of Oil and Grease.

1/ Weir, flume, or other comparably accurate measuring technique.

2/ See Part III, E., page 11 of 11.

B. MONITORING AND REPORTING

1. Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge.
2. Monitoring results obtained during the previous month shall be summarized for each discharge for the month and reported on a Discharge Monitoring Report Form (EPA No. 3320-1), post-marked no later than the 28th day of the month following the completed reporting period. The first report is due on June 28, 1982. Duplicate signed copies of these, and all other reports required herein, (as required by Part II, A.9.) shall be submitted to the Regional Administrator and the Director of the State of Utah Water Pollution Agency at the following addresses:

U.S. Environmental Protection Agency	Utah Department of Health
Suite 103, 1860 Lincoln Street	Division of Environmental Health
Denver, Colorado 80295	Bureau of Water Pollution Control
Attention: Water Management Division	P.O. Box 2500
Compliance Branch	Salt Lake City, Utah 84110

3. Definitions

- a. The "daily average" means the arithmetic average of all the daily determinations made during a calendar month. Daily determinations made using a composite sample shall be the value of the composite sample. When grab samples are used, the daily determination shall be the arithmetic average of all the samples collected during the calendar day. Daily determinations of mass shall be determined by the daily determination of concentration multiplied by the volume of discharge for that day.
- b. The "daily maximum" concentration means the daily determination of concentration for any calendar day.
- c. Measurement of flow shall be performed by a direct flow measurement technique such as a flow meter, weir, or gauge.
- d. A "composite sample" shall consist of at least three grab samples taken in a manner which is representative of the discharge.

B. MONITORING AND REPORTING (Continued)**4. Test Procedures**

Test procedures for the analysis of pollutants shall conform to regulations published pursuant to Section 304(h) of the Act, under which such procedures may be required.

5. Recording of Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

- a. The exact place, date, and time of sampling;
- b. The dates the analyses were performed;—
- c. The person(s) who performed the analyses;
- d. The analytical techniques or methods used; and,
- e. The results of all required analyses.

6. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified above, the results of such monitoring shall be included in the calculation and reporting of the values required in the Discharge Monitoring Report Form (EPA No. 3320-1). Such increased frequency shall also be indicated.

7. Records Retention

All records and information resulting from the monitoring activities required by this permit including all records of analyses performed and calibration and maintenance of instrumentation and recordings from continuous monitoring instrumentation shall be retained for a minimum of three (3) years, or longer, if requested by the Regional Administrator or the State of Utah water pollution control agency.

A. MANGEMENT REQUIREMENTS

1. Adverse Impact

The permittee shall take all reasonable steps to minimize any adverse impact to the environment resulting from noncompliance with this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

2. Noncompliance Notification

If, for any reason, the permittee does not comply with or will be unable to comply with any daily maximum effluent limitation specified in this permit, the permittee shall provide the Regional Administrator and the State of Utah with the following information, in writing, within five (5) days of learning or being advised of such condition:

- a. A description of the discharge and cause of noncompliance; and,
- b. ~~The period of noncompliance, including exact dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate and prevent recurrence of the noncomplying discharge. This written submission shall not be considered as excusing or justifying the failure to comply with the effluent limitations.~~

3. Change in Discharge

All discharges authorized herein shall be consistent with the terms and conditions of this permit. The discharge of any pollutant identified in this permit more frequently than or at a level in excess of that authorized shall constitute a violation of the permit. Any anticipated facility expansions, production increases, or process modifications which will result in new, different, or increased discharges of pollutants must be reported by submission of a new NPDES application or, if such changes will not violate the effluent limitations specified in this permit, by notice to the permit issuing authority of such changes. Following such notice, the permit may be modified to specify and limit any pollutants not previously limited.

A. MANAGEMENT REQUIREMENTS (Continued)**4. Facilities Operation**

- a. The permittee shall at all times maintain in good working order and operate as efficiently as possible, all treatment or control facilities or systems installed or used by the permittee to achieve compliance with the terms and conditions of this permit.
- b. Dilution water shall not be added to comply with effluent requirements.

5. Bypass of Treatment Facilities**a. Definitions**

- (1) "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility.
- (2) "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

b. Bypass Not Exceeding Limitations

The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of paragraphs c and d of this Section.

c. Notice**(1) Anticipated Bypass**

If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least ten (10) days before the date of the bypass.

(2) Unanticipated Bypass

The permittee shall submit notice of an unanticipated bypass as required in Part II, A.2.

A. MANAGEMENT REQUIREMENTS (Continued)

5. Bypass of Treatment Facilities (Continued)

d. Prohibition of Bypass

(1) Bypass is prohibited and the Director may take enforcement action against a permittee for bypass, unless:

- (a) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
- (b) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if the permittee could have installed adequate backup equipment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and,
- (c) The permittee submitted notices as required under paragraph c of this Section.

(2) The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed above in paragraph d.(1) of this Section.

6. Removed Substances

Solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of waste waters shall be disposed of in a manner such as to prevent any pollutant from such materials from entering waters of the United States.

7. Power Failures

No later than 30 days after the effective date of this permit, the permittee shall certify in writing to the permit issuing authority either that:

- a. An alternative mechanical or electrical power source sufficient to operate essential facilities utilized by the permittee to maintain compliance with the terms and conditions of the permit has been or will be installed or,
- b. Upon reduction, loss or failure of one or more of the primary sources of electrical power to essential facilities utilized by the permittee to maintain compliance with the terms and conditions of this permit, the permittee shall halt, reduce, or otherwise control production and/or all discharges in order to maintain compliance with the terms and conditions of this permit.

A. MANAGEMENT REQUIREMENTS (Continued)

8. Signature Requirements

All reports or information submitted pursuant to the requirements of this permit must be signed and certified by a principal official or by a duly authorized representative of that person. Signatory regulations are established in 40 CFR 122.6.

B. RESPONSIBILITIES

1. Right of Entry

The permittee shall allow the head of the State of Utah water pollution control agency, the Regional Administrator, and/or their authorized representatives, upon the presentation of credentials:

- a. To enter upon the permittee's premises where a regulated facility or activity is located or in which any records are required to be kept under the terms and conditions of this permit; and,
- b. At reasonable times to have access to and copy any records required to be kept under the terms and conditions of this permit; to inspect any monitoring equipment or monitoring method required in this permit; and to sample any discharge of pollutants.

2. Transfer of Ownership or Control

In the event of any change in control or ownership of facilities from which the authorized discharges emanate, the permittee shall notify the succeeding owner or controller of the existence of this permit by letter, a copy of which shall be forwarded to the Regional Administrator and the State of Utah water pollution control agency.

B. RESPONSIBILITIES (Continued)**3. Availability of Reports**

Except for data determined to be confidential under Section 308 of the Act, all reports prepared in accordance with the terms of this permit shall be available for public inspection at the offices of the Regional Administrator and the State of Utah water pollution control agency. As required by the Act, effluent data shall not be considered confidential. Knowingly making any false statement on any such report may result in the imposition of criminal penalties as provided for in Section 309 of the Act.

4. Permit Modification

After notice and opportunity for a hearing, this permit may be modified, suspended, or revoked in whole or in part during its term for cause including, but not limited to, the following:

- a. Violation of any terms or conditions of this permit;
- b. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts; or,
- c. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.

5. Toxic Pollutants

Notwithstanding Part II, B.4. above, if a toxic effluent standard or prohibition (including any Schedule of Compliance specified in such effluent standard or prohibition) is established under Section 307(a) of the Act for a toxic pollutant which is present in the discharge and such standard or prohibition is more stringent than any limitation for such pollutant in this permit, this permit shall be revised or modified in accordance with the toxic effluent standard or prohibition and the permittee so notified.

6. Civil and Criminal Liability

Except as provided in permit conditions on "Bypassing" (Part II, A.5.) and "Power Failures" (Part II, A.7.), nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance.

B. RESPONSIBILITIES (Continued)

7. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Act.

8. State Laws

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable State law or regulations under authority preserved by Section 510 of the Act.

9. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State, or local laws or regulations.

10. Severability

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.

11. Reapplication

If the permittee desires to continue to discharge, he shall reapply at least one hundred eighty (180) days before this permit expires using the application forms then in use. The permittee should also reapply if he desires to maintain a permit, even though there was not a discharge from the treatment facilities during the duration of this permit.

OTHER REQUIREMENTS**A. Prohibitions**

There shall be no point source discharge of pollutants into Silver Creek or its tributaries resulting from the permittee's operation.

B. Additional Monitoring

The permittee shall monitor Silver Creek, the diversion ditch, and the monitoring wells located in the vicinity below the tailings disposition site monthly for the following parameters: Total Dissolved Solids, Lead, Manganese, Mercury, and Cyanide. Grab samples will be sufficient. The monitoring reports shall be submitted quarterly and need only be submitted to the Utah Department of Health at the address specified in Part I, B.2.

C. Contamination Control

The permittee shall comply with Best Management Practices when they are implemented for Mountainlands 208 planning area.

D. Reactivation Notification

The permittee shall notify EPA and the State of Utah of the planned resumption of active operations prior to the production of ore and/or the operation of the mill. After the notice of active operations, the permit issuing authority will review the permit limitations in the context of BAT for metal mine drainage and current State standards, and will modify the permit as necessary.

E. Special Requirements

Federal law provides that any more stringent or additional limitations or conditions established pursuant to State law must be met by the permittee. The following limitations and monitoring requirements are state requirements included pursuant to Section 401(d) of the Act.

The permittee is required to conduct a monitoring program to determine compliance with water quality standards for dissolved copper and dissolved zinc. Analyses of the discharge and background levels of the Provo River taken at least monthly are to be summarized in report form and submitted to the EPA and the State Bureau of Water Pollution Control by December 31, 1982. The report should include an evaluation of the final concentrations in the Provo River taking into account available dilution flow in the Provo River. Should the results of the monitoring program and evaluation indicate that water quality standards are being violated, the permit may be modified at that time to include a compliance schedule and appropriate measures to insure compliance with the standards by July 1, 1983.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION VIII
1860 LINCOLN STREET
DENVER, COLORADO 80295

JUL 1 1982

Ref: 8WM-C

Mr. Ed L. Osika, Jr.
Secretary-Treasurer
United Park City Mines Company
309 Kearns Building
Salt Lake City, Utah 84101

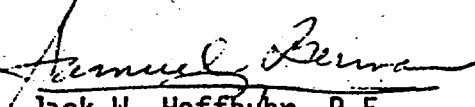
Re: National Pollutant Discharge
Elimination System (NPDES)
Permit No.: UT-0022403

Dear Mr. Osika:

This letter is to acknowledge your acceptance of responsibility for the above-referenced NPDES permit. Our files will be changed immediately to reflect the transfer. Your permit is presently in full force and effect with all compliance dates, effluent limitations, monitoring, reporting, and other conditions fully enforceable.

If you have any questions concerning your permit or your responsibilities thereunder, please contact Mr. Robert J. Burm, Chief, Permits Section, Compliance Branch, Water Management Division at (303) 837-4901.

Sincerely yours,


Jack W. Hoffbuhr, P.E.
Acting Director
Water Management Division

cc: Utah Dept. of Health

Noranda

Noranda Mining Inc.
986 Atherton Drive, Suite 220
Salt Lake City, Utah 84107
(801) 268-9311, Telex: 453-062

April 13, 1982

Mr. Steven J. Durham
Regional Administrator
United States Environmental Protection Agency
Region VIII
1860 Lincoln Street, Suite 900
Denver, Colorado 80295

Dear Mr. Durham:

Noranda Mining Inc. hereby requests that NPDES No. UT-022403 for our Ontario Project be transferred to United Park City Mines. This transfer should take place at 12:00 noon on May 13th, 1982. Noranda will be responsible for the discharge until the transfer is effective and United Park City Mines will accept responsibility upon transfer.

Attached you will find a copy of the formal agreement between Noranda and United Park City Mines concerning this transfer.

Sincerely yours,



John Cesar
Area Production Manager

JC/mb

noranda

Noranda Mining Inc.
Ontario Project
P. O. Box 1450
Park City, Utah 84060

noranda/pamour

AFFIDAVIT

United Park City Mines Company hereby agrees to accept the responsibility, coverage, and liability for NPDES No. UT-0022403 currently issued to Noranda Mining Inc. for the Ontario Project as of 12:00 noon on May 13, 1982. Noranda Mining Inc. will maintain responsibility for the above mentioned NPDES permit until the above mentioned date and time.

NORANDA MINING INC.

By JL Lee
Area Production Manager

State of Utah)
County of Summit : ss.

Antonia L. Poutie
Notary Public
Residing at: Park City, UT

My Commission Expires:
7-29-85

UNITED PARK CITY MINES COMPANY

By [Signature]
Title Secretary-Treasurer

State of Utah)
County of Salt Lake : ss.

Janet Horsley
Notary Public
Residing at: Salt Lake City, Ut.

My Commission Expires:
9-17-85



DIVISION OF HEALTH
44 MEDICAL DRIVE
SALT LAKE CITY, UTAH 84113
AREA CODE 801

328-6146

May 29, 1974

Board of Health
Air Conservation Committee
Health Facilities Council
Medical Examiner Committee
Nursing Home Advisory Committee
Water Pollution Committee

LYMAN J. OLSEN, M.D., M.P.H.
Director of Health

BUREAU OF ENVIRONMENTAL HEALTH
72 East 4th South
Salt Lake City, Utah

Frank W. Millsaps
Concentrator Supt.
Park City Ventures
Star Route No. 1 Box 40
Heber City, Utah 84032

Dear Mr. Millsaps:

We have completed review of the Dames & Moore Report 8998-003-06 on the Park City Ventures Corporation Proposed Tailings Pond Development, and your letters of April 23, 1974, and May 13, 1974.

As a result, the plans for this tailings pond are approved and a construction permit, as constituted by this letter is hereby issued subject to the following conditions:

1. Monitoring results of Silver Creek, the Diversion ditch and the Monitoring wells should be submitted to this office.
2. At least two feet of freeboard shall be maintained during periods of tailings disposal.

This proposal is for an embankment, dikes and a diversion ditch to totally contain the mill tailings. The embankment is to be built to a height of approximately 40 feet on the northwest corner of the existing tailings disposal area. It is to be constructed with a cutoff trench to bedrock, a zone of silty or sandy clay, and a zone of silty sands and gravels having a slope of 2 horizontal to 1 vertical. In addition approximately 5,300 feet of dikes will be built to contain the tailings. This proposal also specifies a runoff diversion ditch at least 50 feet outside of the dikes.

Since this proposal is for an embankment greater than ten feet high and covers an area greater than 20 acres, you should also clear your plans with the State Division of Water Rights before commencing construction. The single set of plans received has been placed in our files.

Very truly yours,

UTAH WATER POLLUTION COMMITTEE

Calvin K. Sudweeks,
Executive Secretary

SMcN:sb

cc: EPA Denver - Evan Dildine
EPA Salt Lake - Cecil Carroll
State Division of Water Rights
Morgan - Summit County Health Dept.

MI
Permit No. UT-0022403AUTHORIZATION TO DISCHARGE UNDER THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

In compliance with the provisions of the Federal Water Pollution Control Act, as amended,
(33 U.S.C. 1251 et. seq; the "Act"),

Park City Ventures, Park City, Utah,

is authorized to discharge from a facility located at Keetley Station, Utah,

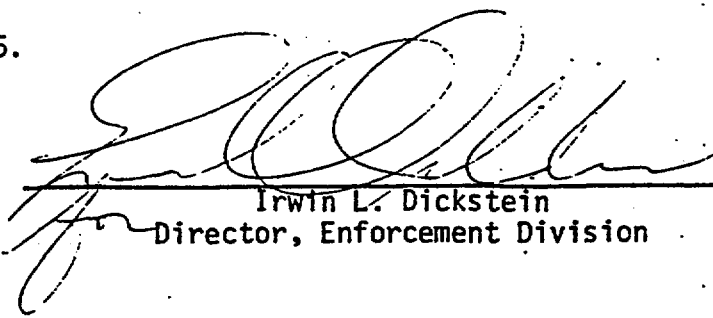
to receiving waters named Drain Tunnel Creek, a tributary of the Provo River,

in accordance with effluent limitations, monitoring requirements and other conditions set forth
in Parts I, II, and III hereof.

This permit shall become effective on the date of issuance.*

This permit and the authorization to discharge shall expire at midnight, December 31, 1977.

Signed this 28 day of March, 1975.


Irwin L. Dickstein
Director, Enforcement Division

* Thirty (30) days after the date of receipt of this permit by the Applicant.

A. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

1. During the period beginning immediately and lasting until ore processing begins, the permittee is authorized to discharge from outfall serial number 001.

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations				Monitoring Requirements	
	kg/day (lbs/day)		Concentration		Measurement Frequency	Sample Type
	Daily Avg	Daily Max	mg/l Daily Avg	mg/l Daily Max		
Flow - M ³ /Day (MGD)	N/A	N/A	N/A	N/A	Continuous	1/
Dissolved Iron	N/A	N/A	N/A	N/A	Quarterly	Composite
Manganese	N/A	N/A	N/A	0.2	Monthly	Composite
Selenium	N/A	N/A	N/A	0.01	Monthly	Composite
Total Dissolved Solids	N/A	N/A	N/A	N/A	Monthly	Composite
Mercury	N/A	N/A	N/A	N/A	Monthly	Composite
Cyanide	N/A	N/A	N/A	N/A	Monthly	Composite
Lead	N/A	N/A	N/A	0.05	Weekly	Composite
Copper	N/A	N/A	N/A	N/A	Monthly	Composite
Zinc	N/A	N/A	N/A	0.5	Weekly	Composite
Total Suspended Solids	N/A	N/A	25	30	Weekly	Composite
Arsenic	N/A	N/A	N/A	N/A	Quarterly	Composite
Cadmium	N/A	N/A	N/A	0.01	Monthly	Composite

The pH shall not be less than 6.5 standard units nor greater than 9.0 standard units and shall be monitored monthly by grab sample.

There shall be no discharge of floating solids or visible foam in other than trace amounts.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location: At the point of discharge from Ontario Drain Tunnel #2.

Oil and Grease shall not exceed 10 mg/l in any grab sample and there shall be no visible sheen. The discharge shall be visually examined weekly for the presence of Oil and Grease.

1/ Weir, flume, or other comparably accurate measuring technique.

A. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

2. During the period beginning as soon as the ore processing begins and lasting through December 31, 1977, the permittee is authorized to discharge from outfall serial number 001.

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations				Monitoring Requirements	
	kg/day (lbs/day)		Concentration		Measurement Frequency	Sample Type
	Daily Avg	Daily Max	mg/l Daily Avg	mg/l Daily Max		
Flow - M ³ /Day (MGD)	N/A	N/A	N/A	N/A	Continuous	1/
Lead	N/A	N/A	N/A	0.05	Weekly	Composite
Copper	N/A	N/A	N/A	N/A	Monthly	Composite
Zinc	N/A	N/A	N/A	0.5	Weekly	Composite
Total Suspended Solids	N/A	N/A	25	30	Weekly	Composite
Arsenic	N/A	N/A	N/A	N/A	Quarterly	Composite
Cadmium	N/A	N/A	N/A	0.01	Monthly	Composite
Dissolved Iron	N/A	N/A	N/A	N/A	Quarterly	Composite
Manganese	N/A	N/A	N/A	0.2	Monthly	Composite
Selenium	N/A	N/A	N/A	0.01	Monthly	Composite
Total Dissolved Solids	N/A	N/A	N/A	N/A	Monthly	Composite
Mercury	N/A	N/A	N/A	N/A	Monthly	Composite
Cyanide	N/A	N/A	N/A	N/A	Monthly	Composite

The pH shall not be less than 6.5 standard units nor greater than 9.0 standard units and shall be monitored monthly by grab sample.

There shall be no discharge of floating solids or visible foam in other than trace amounts.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location: At the point of discharge from Ontario Drain Tunnel #2.

Oil and Grease shall not exceed 10 mg/l in any grab sample and there shall be no visible sheen. The discharge shall be visually examined weekly for the presence of Oil and Grease.

1/ Weir, flume, or other comparably accurate measuring technique.

B. SCHEDULE OF COMPLIANCE

1. The permittee shall achieve compliance with the effluent limitations specified for discharges in accordance with the following schedule:

The permittee shall submit to the permit issuing authority in less than ninety (90) days after the issuance of this permit, an implementation plan for an abatement program designed to achieve the effluent limitations specified in this permit for discharge from outfall(s) 001

The implementation plan shall consist of an outline of intended design, construction and operation, including a compliance schedule setting forth the dates by which compliance with the effluent limitations will be reached. The compliance schedule shall include, where appropriate, dates to accomplish the following:

- (a) completion of preliminary plans
- (b) completion of final plans
- (c) award of contract(s)
- (d) commencement of construction
- (e) completion of major construction phases
- (f) completion of all construction
- (g) attainment of operational level

Upon approval of the implementation plan by the permit issuing authority, the schedule of compliance shall become conditions of this permit.

2. No later than 14 calendar days following a date identified in the above schedule of compliance, the permittee shall submit either a report of progress or, in the case of specific actions being required by identified dates, a written notice of compliance or noncompliance. In the latter case, the notice shall include the cause of noncompliance, any remedial actions taken, and the probability of meeting the next scheduled requirement.

C. MONITORING AND REPORTING

1. *Representative Sampling*

Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge.

2. *Reporting*

Effluent monitoring results obtained during the previous three months shall be summarized for each month and reported on a Discharge Monitoring Report Form (EPA No. 3320-1 or T-40), postmarked no later than the 28th day of the month following the completed reporting period. The first report is due on July 28, 1975. Duplicate signed copies of these, and all other reports required herein, shall be submitted to the Regional Administrator and the State at the following addresses:

U.S. Environmental Protection Agency	Utah Division of Health
Suite 900, 1860 Lincoln Street	Bureau of Environmental Health
Denver, Colorado 80203	Water Quality Section
Attention: Enforcement - Permits	44 Medical Drive
	Salt Lake City, Utah 84113

3. *Definitions*

- a. The "daily average" discharge means the total discharge by weight during a calendar month divided by the number of days in the month that the production or commercial facility was operating. Where less than daily sampling is required by this permit, the daily average discharge shall be determined by the summation of all the measured daily discharges by weight divided by the number of days during the calendar month when the measurements were made.
- b. The "daily maximum" discharge means the total discharge by weight during any calendar day. (See CONTINUATION - next page)

4. *Test Procedures*

Test procedures for the analysis of pollutants shall conform to regulations published pursuant to Section 304(g) of the Act, under which such procedures may be required.

5. *Recording of Results*

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

- a. The exact place, date, and time of sampling;
- b. The dates the analyses were performed;
- c. The person(s) who performed the analyses;

- d. The analytical techniques or methods used; and
- e. The results of all required analyses.

6. *Additional Monitoring by Permittee*

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified above, the results of such monitoring shall be included in the calculation and reporting of the values required in the Discharge Monitoring Report Form (EPA No. 3320-1). Such increased frequency shall also be indicated.

7. *Records Retention*

All records and information resulting from the monitoring activities required by this permit including all records of analyses performed and calibration and maintenance of instrumentation and recordings from continuous monitoring instrumentation shall be retained for a minimum of three (3) years, or longer if requested by the Regional Administrator or the State water pollution control agency.

CONTINUATION

3. Definitions (continued)

b. (continued)

This limitation shall be determined by the analyses of a properly preserved composite sample composed of a minimum of four (4) grab samples collected at equally spaced two (2) hour intervals and proportioned according to flow at the time of sampling.

- c. The "daily average" concentration means the average concentration during a calendar month. Where less than daily sampling is required by this permit, the average concentration shall be determined by the summation of all measured daily samples divided by the number of days during the calendar month when the measurements were made.
- d. The "daily maximum" concentration shall be determined by the analysis of a properly preserved composite sample composed of a minimum of four (4) grab samples collected at equally spaced two (2) hour intervals and proportioned according to flow at the time of sampling.

3. Definitions (continued)

- e. "Net" value, noted under Effluent Characteristics are calculated on the basis of the net increase of the individual parameter over the quantity of that same parameter present in the intake water measured prior to any contamination or use in the process of this facility. Any contaminants contained in any intake water obtained from underground wells shall not be adjusted for as described above and therefore shall be considered as process input to the final effluent. Limitations in which "net" is not noted are calculated on the basis of gross measurements, of each parameter in the discharge irrespective of the quantity or quality of those parameters in the intake waters.
- f. A "composite" sample, for monitoring requirements, is defined as a minimum of four (4) grab samples collected at equally spaced two (2) hour intervals and proportioned according to flow.

A. MANAGEMENT REQUIREMENTS

1. *Change in Discharge*

All discharges authorized herein shall be consistent with the terms and conditions of this permit. The discharge of any pollutant identified in this permit more frequently than or at a level in excess of that authorized shall constitute a violation of the permit. Any anticipated facility expansions, production increases, or process modifications which will result in new, different, or increased discharges of pollutants must be reported by submission of a new NPDES application or, if such changes will not violate the effluent limitations specified in this permit, by notice to the permit issuing authority of such changes. Following such notice, the permit may be modified to specify and limit any pollutants not previously limited.

2. *Noncompliance Notification*

If, for any reason, the permittee does not comply with or will be unable to comply with any daily maximum effluent limitation specified in this permit, the permittee shall provide the Regional Administrator and the State with the following information, in writing, within five (5) days of becoming aware of such condition:

- a. A description of the discharge and cause of noncompliance; and
- b. The period of noncompliance, including exact dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate and prevent recurrence of the noncomplying discharge.

3. *Facilities Operation*

The permittee shall at all times maintain in good working order and operate as efficiently as possible all treatment or control facilities or systems installed or used by the permittee to achieve compliance with the terms and conditions of this permit.

4. *Adverse Impact*

The permittee shall take all reasonable steps to minimize any adverse impact to navigable waters resulting from noncompliance with any effluent limitations specified in this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

5. *Bypassing* (See additional requirements under PART III)

Any diversion from or bypass of facilities necessary to maintain compliance with the terms and conditions of this permit is prohibited, except (i) where unavoidable to prevent loss of life or severe property damage, or (ii) where excessive storm drainage or runoff would damage any facilities necessary for compliance with the effluent limitations and prohibitions of this permit. The permittee shall promptly notify the Regional Administrator and the State in writing of each such diversion or bypass.

6. Removed Substances

Solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of wastewaters shall be disposed of in a manner such as to prevent any pollutant from such materials from entering navigable waters.

7. Power Failures

In order to maintain compliance with the effluent limitations and prohibitions of this permit, the permittee shall either:

- a. In accordance with the Schedule of Compliance contained in Part I, provide an alternative power source sufficient to operate the wastewater control facilities;

or, if such alternative power source is not in existence, and no date for its implementation appears in Part I,

- b. Halt, reduce or otherwise control production and/or all discharges upon the reduction, loss, or failure of the primary source of power to the wastewater control facilities.

B. RESPONSIBILITIES**1. Right of Entry**

The permittee shall allow the head of the State water pollution control agency, the Regional Administrator, and/or their authorized representatives, upon the presentation of credentials:

- a. To enter upon the permittee's premises where an effluent source is located or in which any records are required to be kept under the terms and conditions of this permit; and
- b. At reasonable times to have access to and copy any records required to be kept under the terms and conditions of this permit; to inspect any monitoring equipment or monitoring method required in this permit; and to sample any discharge of pollutants.

2. Transfer of Ownership or Control

In the event of any change in control or ownership of facilities from which the authorized discharges emanate, the permittee shall notify the succeeding owner or controller of the existence of this permit by letter, a copy of which shall be forwarded to the Regional Administrator and the State water pollution control agency.

3. Availability of Reports

Except for data determined to be confidential under Section 308 of the Act, all reports prepared in accordance with the terms of this permit shall be available for public

inspection at the offices of the State water pollution control agency and the Regional Administrator. As required by the Act, effluent data shall not be considered confidential. Knowingly making any false statement on any such report may result in the imposition of criminal penalties as provided for in Section 309 of the Act.

4. *Permit Modification*

After notice and opportunity for a hearing, this permit may be modified, suspended, or revoked in whole or in part during its term for cause including, but not limited to, the following:

- a. Violation of any terms or conditions of this permit;
- b. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts; or
- c. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.

5. *Toxic Pollutants*

Notwithstanding Part II, B-4 above, if a toxic effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is established under Section 307(a) of the Act for a toxic pollutant which is present in the discharge and such standard or prohibition is more stringent than any limitation for such pollutant in this permit, this permit shall be revised or modified in accordance with the toxic effluent standard or prohibition and the permittee so notified.

6. *Civil and Criminal Liability*

Except as provided in permit conditions on "Bypassing" (Part II, A-5) and "Power Failures" (Part II, A-7), nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance.

7. *Oil and Hazardous Substance Liability*

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Act.

8. *State Laws*

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable State law or regulation under authority preserved by Section 510 of the Act.

9. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.

10. Severability

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

PART III

OTHER REQUIREMENTS

A. Additional Bypassing Requirements

If, for other reasons, a partial or complete bypass is considered necessary, a request for such bypass shall be submitted to the State of Utah and to the Environmental Protection Agency at least sixty (60) days prior to the proposed bypass. If the proposed bypass is judged acceptable by the State of Utah and by the Environmental Protection Agency, the bypass will be allowed subject to limitations imposed by the State of Utah and the Environmental Protection Agency.

If, after review and consideration, the proposed bypass is determined to be unacceptable by the State of Utah and the Environmental Protection Agency, or if limitations imposed on an approved bypass are violated, such bypass shall be considered a violation of this permit; and the fact that application was made, or that a partial bypass was approved, shall not be a defense to any action brought thereunder.

B. Prohibitions

There shall be no point source discharge of pollutants into Silver Creek or its tributaries resulting from the permittee's operation.

C. Additional Monitoring

The permittee shall monitor Silver Creek, the diversion ditch, and the monitoring wells located in the vicinity below the tailings disposition site monthly for the following parameters: Total Dissolved Solids, Cadmium, Lead, Manganese, Mercury, and Sulfate (as SO₄). Grab samples will be sufficient. The monitoring reports shall be submitted quarterly and need only be submitted to the Utah Division of Health at the address specified in Part I, C(2).

NAME OF PERMITTEE: York City, New York

EXPIRATION DATE: 2-31-77

NUMBER OF DISCHARGES: 501

PERMIT PROCESSOR

John J. Smith 3/16/77

DRAFTING ENGINEER

John G. Sullivan 3/16/77

CHIEF, PERMITS SECTION

[Signature]

or

MUNICIPAL PERMITS, WATER DIV.

CHIEF, PERMITS ADMINISTRATION
AND COMPLIANCE BRANCH

[Signature] 3/17

LEGAL REPRESENTATIVE

[Signature] 3-17-77

DIRECTOR, ENFORCEMENT DIV.

MI
Permit No. UT-0022403**AUTHORIZATION TO DISCHARGE UNDER THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM**

In compliance with the provisions of the Federal Water Pollution Control Act, as amended,
(33 U.S.C. 1251 et. seq; the "Act"),

Park City Ventures, Park City, Utah,

is authorized to discharge from a facility located at Keetley Station, Utah,

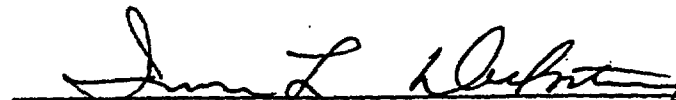
to receiving waters named Drain Tunnel Creek, a tributary of the Provo River,

in accordance with effluent limitations, monitoring requirements and other conditions set forth
in Parts I, II, and III hereof.

This permit shall become effective on the date of issuance.*

This permit and the authorization to discharge shall expire at midnight, December 31, 1977.

Signed this 21 day of March, 1977



Irwin L. Dickstein
Director, Enforcement Division

* Thirty (30) days after the date of receipt of this permit by the Applicant.

INSTRUCTIONS
• Fill in name, address, and zip code
• Complete item 1 and 2
• Attach required forms and fee

85-100

A. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

During the period beginning immediately and lasting through December 31, 1979, the permittee is authorized to discharge from outfall(s) serial number(s) 001.

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations				Monitoring Requirements	
	kg/day (lbs/day)		Concentration		Measurement Frequency	Sample Type
	Daily Avg	Daily Max	mg/l Daily Avg	mg/l Daily Max		
Flow—m ³ /Day (MGD)	N/A	N/A	N/A	N/A	Continuous	1/
Total Suspended Solids	N/A	N/A	20	30	Weekly	Composite
Total Lead	N/A	N/A	0.2	0.4	Weekly	Composite
Dissolved Lead	N/A	N/A	N/A	0.05	Weekly	Composite
Total Zinc	N/A	N/A	0.5	1.0	Weekly	Composite
Total Copper	N/A	N/A	0.15	0.3	Monthly	Composite
Mercury	N/A	N/A	0.001	0.002	Monthly	Composite
Cyanide	N/A	N/A	N/A	N/A	Monthly	Composite
Total Manganese	N/A	N/A	N/A	N/A	Monthly	Composite
Total Dissolved Solids	N/A	N/A	N/A	N/A	Monthly	Composite

There shall be no sanitary wastes included in this discharge.

The pH shall not be less than 6.5 standard units nor greater than 9.0 standard units and shall be monitored monthly by a grab sample.

There shall be no discharge of floating solids or visible foam in other than trace amounts.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):
At the point of discharge from Ontario Drain Tunnel #2, after the final treatment pond.

Oil and Grease shall not exceed 10 mg/l in any grab sample and there shall be no visible sheen.
The discharge shall be visually examined weekly for the presence of Oil and Grease.

1/ Weir, flume, or other comparably accurate measuring technique.

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PART I MI

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B. MONITORING AND REPORTING**1. Representative Sampling**

Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge.

2. Reporting

Monitoring results obtained during the previous three months shall be summarized and reported on a Discharge Monitoring Report Form (EPA No. 3320-1), postmarked no later than the 28th day of the month following the completed reporting period. The first report is due on April 28, 1978. Duplicate signed copies of these, and all other reports required herein, shall be submitted to the Regional Administrator and the State at the following addresses:

U.S. Environmental Protection Agency
Suite 103, 1860 Lincoln Street
Denver, Colorado 80295
Attention: Enforcement - Permits

Utah State Division of Health
150 West North Temple, P.O. Box 2500
Salt Lake City, Utah 84110
Attention: Bureau of Environmental Health
Water Quality Section

3. Definitions

- a. The "daily average" discharge means the total discharge by weight during a calendar month divided by the number of days in the month that the production or commercial facility was operating. Where less than daily sampling is required by this permit, the daily average discharge shall be determined by the summation of all the measured daily discharges by weight divided by the number of days during the calendar month when the measurements were made.
- b. The "daily maximum" discharge means the total discharge by weight during any calendar day. (See CONTINUATION - next page)

4. Test Procedures

Test procedures for the analysis of pollutants shall conform to regulations published pursuant to Section 304(g) of the Act, under which such procedures may be required.

5. Recording of Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

- a. The exact place, date, and time of sampling;
- b. The dates the analyses were performed;
- c. The person(s) who performed the analyses;

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- d. The analytical techniques or methods used; and
- e. The results of all required analyses.

6. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified above, the results of such monitoring shall be included in the calculation and reporting of the values required in the Discharge Monitoring Report Form (EPA No. 3320-1). Such increased frequency shall also be indicated.

7. Records Retention

All records and information resulting from the monitoring activities required by this permit including all records of analyses performed and calibration and maintenance of instrumentation and recordings from continuous monitoring instrumentation shall be retained for a minimum of three (3) years, or longer if requested by the Regional Administrator or the State water pollution control agency.

CONTINUATION

3. Definitions (continued)**b. (continued)**

This limitation shall be determined by the analyses of a properly preserved composite sample composed of a minimum of four (4) grab samples collected at equally spaced two (2) hour intervals and proportioned according to flow at the time of sampling.

- c. The "daily average" concentration means the average concentration during a calendar month. Where less than daily sampling is required by this permit, the average concentration shall be determined by the summation of all measured daily samples divided by the number of days during the calendar month when the measurements were made.
- d. The "daily maximum" concentration shall be determined by the analysis of a properly preserved composite sample composed of a minimum of four (4) grab samples collected at equally spaced two (2) hour intervals and proportioned according to flow at the time of sampling.

RENEWAL

A. MANAGEMENT REQUIREMENTS

1. *Change in Discharge*

All discharges authorized herein shall be consistent with the terms and conditions of this permit. The discharge of any pollutant identified in this permit more frequently than or at a level in excess of that authorized shall constitute a violation of the permit. Any anticipated facility expansions, production increases, or process modifications which will result in new, different, or increased discharges of pollutants must be reported by submission of a new NPDES application or, if such changes will not violate the effluent limitations specified in this permit, by notice to the permit issuing authority of such changes. Following such notice, the permit may be modified to specify and limit any pollutants not previously limited.

2. *Noncompliance Notification*

If, for any reason, the permittee does not comply with or will be unable to comply with any daily maximum effluent limitation specified in this permit, the permittee shall provide the Regional Administrator and the State with the following information, in writing, within five (5) days of becoming aware of such condition:

- a. A description of the discharge and cause of noncompliance; and
- b. The period of noncompliance, including exact dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate and prevent recurrence of the noncomplying discharge.

3. *Facilities Operation*

The permittee shall at all times maintain in good working order and operate as efficiently as possible all treatment or control facilities or systems installed or used by the permittee to achieve compliance with the terms and conditions of this permit.

4. *Adverse Impact*

The permittee shall take all reasonable steps to minimize any adverse impact to navigable waters resulting from noncompliance with any effluent limitations specified in this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

5. *Bypassing* (See additional requirements under PART III)

Any diversion from or bypass of facilities necessary to maintain compliance with the terms and conditions of this permit is prohibited, except (i) where unavoidable to prevent loss of life or severe property damage, or (ii) where excessive storm drainage or runoff would damage any facilities necessary for compliance with the effluent limitations and prohibitions of this permit. The permittee shall promptly notify the Regional Administrator and the State in writing of each such diversion or bypass.

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6. *Removed Substances*

Solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of wastewaters shall be disposed of in a manner such as to prevent any pollutant from such materials from entering navigable waters.

7. *Power Failures*

In order to maintain compliance with the effluent limitations and prohibitions of this permit, the permittee shall either:

- a. In accordance with the Schedule of Compliance contained in Part I, provide an alternative power source sufficient to operate the wastewater control facilities;

or, if such alternative power source is not in existence, and no date for its implementation appears in Part I,

- b. Halt, reduce or otherwise control production and/or all discharges upon the reduction, loss, or failure of the primary source of power to the wastewater control facilities.

B. RESPONSIBILITIES

1. *Right of Entry*

The permittee shall allow the head of the State water pollution control agency, the Regional Administrator, and/or their authorized representatives, upon the presentation of credentials:

- a. To enter upon the permittee's premises where an effluent source is located or in which any records are required to be kept under the terms and conditions of this permit; and
- b. At reasonable times to have access to and copy any records required to be kept under the terms and conditions of this permit; to inspect any monitoring equipment or monitoring method required in this permit; and to sample any discharge of pollutants.

2. *Transfer of Ownership or Control*

In the event of any change in control or ownership of facilities from which the authorized discharges emanate, the permittee shall notify the succeeding owner or controller of the existence of this permit by letter, a copy of which shall be forwarded to the Regional Administrator and the State water pollution control agency.

3. *Availability of Reports*

Except for data determined to be confidential under Section 308 of the Act, all reports prepared in accordance with the terms of this permit shall be available for public

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inspection at the offices of the State water pollution control agency and the Regional Administrator. As required by the Act, effluent data shall not be considered confidential. Knowingly making any false statement on any such report may result in the imposition of criminal penalties as provided for in Section 309 of the Act.

4. Permit Modification

After notice and opportunity for a hearing, this permit may be modified, suspended, or revoked in whole or in part during its term for cause including, but not limited to, the following:

- a. Violation of any terms or conditions of this permit;
- b. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts; or
- c. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.

5. Toxic Pollutants

Notwithstanding Part II, B-4 above, if a toxic effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is established under Section 307(a) of the Act for a toxic pollutant which is present in the discharge and such standard or prohibition is more stringent than any limitation for such pollutant in this permit, this permit shall be revised or modified in accordance with the toxic effluent standard or prohibition and the permittee so notified.

6. Civil and Criminal Liability

Except as provided in permit conditions on "Bypassing" (Part II, A-5) and "Power Failures" (Part II, A-7), nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance.

7. Oil and Hazardous Substance Liability

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Act.

8. State Laws

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable State law or regulation under authority preserved by Section 510 of the Act.

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9. *Property Rights*

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.

10. *Severability*

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

PART III

OTHER REQUIREMENTS

A. Additional Bypassing Requirements

If, for other reasons, a partial or complete bypass is considered necessary, a request for such bypass shall be submitted to the State of Utah and the U.S. Environmental Protection Agency at least sixty (60) days prior to the proposed bypass. If the proposed bypass is judged acceptable by the State of Utah and by the U.S. Environmental Protection Agency, the bypass will be allowed subject to limitations imposed by the State of Utah and the U.S. Environmental Protection Agency.

If, after review and consideration, the proposed bypass is determined to be unacceptable by the State of Utah and the U.S. Environmental Protection Agency, or if limitations imposed on an approved bypass are violated, such bypass shall be considered a violation of this permit; and the fact that application was made, or that a partial bypass was approved, shall not be a defense to any action brought thereunder.

B. Prohibitions

There shall be no point source discharge of pollutants into Silver Creek or its tributaries resulting from the permittee's operation.

C. Additional Monitoring

The permittee shall monitor Silver Creek, the diversion ditch, and the monitoring wells located in the vicinity below the tailings disposition site monthly for the following parameters: Total Dissolved Solids, Lead, Manganese, Mercury, and Cyanide. Grab samples will be sufficient. The monitoring reports shall be submitted quarterly and need only be submitted to the Utah Division of Health at the address specified in Part I, B.2.

D. Contamination Control

The permittee shall comply with Best Management Practices when they are implemented for Mountainlands 208 planning area.

NAME OF PERMITTEE: PARK CITY VENTURES, UT-0022403

EXPIRATION DATE: December 31, 1979

NUMBER OF DISCHARGES: 001

PERMIT PROCESSOR

First Thatchum 1/20/78

DRAFTING ENGINEER

1st & 11th 1-20-78

CHIEF, PERMITS SECTION

1st & 11th 1/20/78

or

MUNICIPAL PERMITS, WATER DIV.

CHIEF, PERMITS ADMINISTRATION
AND COMPLIANCE BRANCH

1st & 11th 1/23/78

LEGAL REPRESENTATIVE

1st & 11th

DIRECTOR, ENFORCEMENT DIV.

MI
Permit No. UT-0022403

RENEWAL

**AUTHORIZATION TO DISCHARGE UNDER THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM**

In compliance with the provisions of the Federal Water Pollution Control Act, as amended,
(33 U.S.C. 1251 et. seq; the "Act"),

Park City Ventures, Park City, Utah,

is authorized to discharge from a facility located at Keetley Station Utah,


to receiving waters named Drain Tunnel Creek, a tributary of the Provo River,

in accordance with effluent limitations, monitoring requirements and other conditions set forth
in Parts I, II, and III hereof.

This permit shall become effective on the date of issuance.*

This permit and the authorization to discharge shall expire at midnight, December 31, 1979.

Signed this 1st day of February, 1978


Irwin L. Dickstein
Director, Enforcement Division

* Thirty (30) days after the date of receipt of this permit by the Applicant.

SENDER INSTRUCTIONS
Print your name, address
City, State, Zip

A. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

1. During the period beginning immediately and lasting until ore processing begins, the permittee is authorized to discharge from outfall serial number 001.

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations				Monitoring Requirements	
	kg/day (lbs/day)		Concentration		Measurement Frequency	Sample Type
	Daily Avg	Daily Max	mg/l Daily Avg	mg/l Daily Max		
Flow - M ³ /Day (MGD)	N/A	N/A	N/A	N/A	Continuous	1/
Dissolved Iron	N/A	N/A	N/A	N/A	Quarterly	Composite
Manganese	N/A	N/A	N/A	0.2	Monthly	Composite
Selenium	N/A	N/A	N/A	0.01	Monthly	Composite
Total Dissolved Solids	N/A	N/A	N/A	N/A	Monthly	Composite
Mercury	N/A	N/A	N/A	N/A	Monthly	Composite
Cyanide	N/A	N/A	N/A	N/A	Monthly	Composite
Lead	N/A	N/A	N/A	0.05	Weekly	Composite
Copper	N/A	N/A	N/A	N/A	Monthly	Composite
Zinc	N/A	N/A	N/A	0.5	Weekly	Composite
Total Suspended Solids	N/A	N/A	25	30	Weekly	Composite
Arsenic	N/A	N/A	N/A	N/A	Quarterly	Composite
Cadmium	N/A	N/A	N/A	0.01	Monthly	Composite

The pH shall not be less than 6.5 standard units nor greater than 9.0 standard units and shall be monitored monthly by grab sample.

There shall be no discharge of floating solids or visible foam in other than trace amounts.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location: At the point of discharge from Ontario Drain Tunnel #2.

Oil and Grease shall not exceed 10 mg/l in any grab sample and there shall be no visible sheen. The discharge shall be visually examined weekly for the presence of Oil and Grease.

Weir, flume, or other comparably accurate measuring technique.

A. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

2. During the period beginning as soon as the ore processing begins and lasting through June 30, 1977, the permittee is authorized to discharge from outfall serial number 001.

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations				Monitoring Requirements	
	kg/day (lbs/day)		Concentration		Measurement Frequency	Sample Type
	Daily Avg	Daily Max	mg/l Daily Avg	mg/l Daily Max		
Flow - M ³ /Day (MGD)	N/A	N/A	N/A	N/A	Continuous	1/
Lead	N/A	N/A	0.3	0.6	Weekly	Composite
Copper	N/A	N/A	N/A	N/A	Monthly	Composite
Zinc	N/A	N/A	N/A	1.0	Weekly	Composite
Total Suspended Solids	N/A	N/A	30	40	Weekly	Composite
Arsenic	N/A	N/A	N/A	N/A	Quarterly	Composite
Cadmium	N/A	N/A	N/A	0.01	Monthly	Composite
Dissolved Iron	N/A	N/A	N/A	N/A	Quarterly	Composite
Manganese	N/A	N/A	N/A	N/A	Monthly	Composite
Selenium	N/A	N/A	N/A	0.01	Monthly	Composite
Total Dissolved Solids	N/A	N/A	N/A	N/A	Monthly	Composite
Mercury	N/A	N/A	N/A	N/A	Monthly	Composite
Cyanide	N/A	N/A	N/A	N/A	Monthly	Composite

The pH shall not be less than 6.5 standard units nor greater than 9.0 standard units and shall be monitored monthly by grab sample.

There shall be no discharge of floating solids or visible foam in other than trace amounts.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location: At the point of discharge from Ontario Drain Tunnel #2, after the final treatment pond.

Oil and Grease shall not exceed 10 mg/l in any grab sample and there shall be no visible sheen. The discharge shall be visually examined weekly for the presence of Oil and Grease.

Weir, flume, or other comparably accurate measuring technique.

A. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

3. During the period beginning July 1, 1977 and lasting through December 31, 1977, the permittee is authorized to discharge from outfall serial number 001.

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations				Monitoring Requirements	
	kg/day (lbs/day)		Concentration		Measurement Frequency	Sample Type
	Daily Avg	Daily Max	mg/l Daily Avg	mg/l Daily Max		
Flow - M ³ /Day (MGD)	N/A	N/A	N/A	N/A	Continuous	1/
Lead	N/A	N/A	0.2	0.4	Weekly	Composite
Copper	N/A	N/A	N/A	N/A	Monthly	Composite
Zinc	N/A	N/A	0.5	1.0	Weekly	Composite
Total Suspended Solids	N/A	N/A	20	30	Weekly	Composite
Arsenic	N/A	N/A	N/A	N/A	Quarterly	Composite
Cadmium	N/A	N/A	N/A	0.01	Monthly	Composite
Dissolved Iron	N/A	N/A	N/A	N/A	Quarterly	Composite
Manganese	N/A	N/A	N/A	N/A	Monthly	Composite
Selenium	N/A	N/A	N/A	0.01	Monthly	Composite
Total Dissolved Solids	N/A	N/A	N/A	N/A	Monthly	Composite
Mercury	N/A	N/A	N/A	N/A	Monthly	Composite
Cyanide	N/A	N/A	N/A	N/A	Monthly	Composite
Dissolved Lead	N/A	N/A	N/A	0.05	Weekly	Composite

The pH shall not be less than 6.5 standard units nor greater than 9.0 standard units and shall be monitored monthly by grab sample.

There shall be no discharge of floating solids or visible foam in other than trace amounts.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location: At the point of discharge from Ontario Drain Tunnel #2, after the final treatment pond.

Oil and Grease shall not exceed 10 mg/l in any grab sample and there shall be no visible sheen. The discharge shall be visually examined weekly for the presence of Oil and Grease.

Weir, flume, or other comparably accurate measuring technique.

B. SCHEDULE OF COMPLIANCE

1. The permittee shall achieve compliance with the effluent limitations specified for discharge 001 in Section A.3., according to the following schedule:

April 1, 1977 - - - - - Complete construction and begin operation of lime addition system and begin construction of additional treatment system.

July 1, 1977 - - - - - Complete construction.

2. No later than 14 calendar days following a date identified in the above schedule of compliance, the permittee shall submit either a report of progress or, in the case of specific actions being required by identified dates, a written notice of compliance or noncompliance. In the latter case, the notice shall include the cause of noncompliance, any remedial actions taken, and the probability of meeting the next scheduled requirement.

Compliance and interim reporting dates shall be for periods not to exceed nine (9) months and to the extent practical shall fall on the last day of March, June, September, and December.

C. MONITORING AND REPORTING

1. *Representative Sampling*

Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge.

2. *Reporting*

Effluent monitoring results obtained during the previous three months shall be summarized for each month and reported on a Discharge Monitoring Report Form (EPA No. 3320-1 or T-40), postmarked no later than the 28th day of the month following the completed reporting period. The first report is due on July 28, 1975. Duplicate signed copies of these, and all other reports required herein, shall be submitted to the Regional Administrator and the State at the following addresses:

U.S. Environmental Protection Agency
Suite 103, 1860 Lincoln Street
Denver, Colorado 80295
Attention: Enforcement - Permits

Utah Division of Health
Bureau of Environmental Health
Water Quality Section
44 Medical Drive
Salt Lake City, Utah 84113

3. *Definitions*

- a. The "daily average" discharge means the total discharge by weight during a calendar month divided by the number of days in the month that the production or commercial facility was operating. Where less than daily sampling is required by this permit, the daily average discharge shall be determined by the summation of all the measured daily discharges by weight divided by the number of days during the calendar month when the measurements were made.
- b. The "daily maximum" discharge means the total discharge by weight during any calendar day. (See CONTINUATION - next page)

4. *Test Procedures*

Test procedures for the analysis of pollutants shall conform to regulations published pursuant to Section 304(g) of the Act, under which such procedures may be required.

5. *Recording of Results*

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

- a. The exact place, date, and time of sampling;
- b. The dates the analyses were performed;
- c. The person(s) who performed the analyses;

- d. The analytical techniques or methods used; and
- e. The results of all required analyses.

6. *Additional Monitoring by Permittee*

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified above, the results of such monitoring shall be included in the calculation and reporting of the values required in the Discharge Monitoring Report Form (EPA No. 3320-1). Such increased frequency shall also be indicated.

7. *Records Retention*

All records and information resulting from the monitoring activities required by this permit including all records of analyses performed and calibration and maintenance of instrumentation and recordings from continuous monitoring instrumentation shall be retained for a minimum of three (3) years, or longer if requested by the Regional Administrator or the State water pollution control agency.

CONTINUATION

3. Definitions (continued)

b. (continued)

This limitation shall be determined by the analyses of a properly preserved composite sample composed of a minimum of four (4) grab samples collected at equally spaced two (2) hour intervals and proportioned according to flow at the time of sampling.

c. The "daily average" concentration means the average concentration during a calendar month. Where less than daily sampling is required by this permit, the average concentration shall be determined by the summation of all measured daily samples divided by the number of days during the calendar month when the measurements were made.

d. The "daily maximum" concentration shall be determined by the analysis of a properly preserved composite sample composed of a minimum of four (4) grab samples collected at equally spaced two (2) hour intervals and proportioned according to flow at the time of sampling.

3. Definitions (continued)

- e. "Net" value, noted under Effluent Characteristics are calculated on the basis of the net increase of the individual parameter over the quantity of that same parameter present in the intake water measured prior to any contamination or use in the process of this facility. Any contaminants contained in any intake water obtained from underground wells shall not be adjusted for as described above and therefore shall be considered as process input to the final effluent. Limitations in which "net" is not noted are calculated on the basis of gross measurements, of each parameter in the discharge irrespective of the quantity or quality of those parameters in the intake waters.
- f. A "composite" sample, for monitoring requirements, is defined as a minimum of four (4) grab samples collected at equally spaced two (2) hour intervals and proportioned according to flow.

A. MANAGEMENT REQUIREMENTS

1. *Change in Discharge*

All discharges authorized herein shall be consistent with the terms and conditions of this permit. The discharge of any pollutant identified in this permit more frequently than or at a level in excess of that authorized shall constitute a violation of the permit. Any anticipated facility expansions, production increases, or process modifications which will result in new, different, or increased discharges of pollutants must be reported by submission of a new NPDES application or, if such changes will not violate the effluent limitations specified in this permit, by notice to the permit issuing authority of such changes. Following such notice, the permit may be modified to specify and limit any pollutants not previously limited.

2. *Noncompliance Notification*

If, for any reason, the permittee does not comply with or will be unable to comply with any daily maximum effluent limitation specified in this permit, the permittee shall provide the Regional Administrator and the State with the following information, in writing, within five (5) days of becoming aware of such condition:

- a. A description of the discharge and cause of noncompliance; and
- b. The period of noncompliance, including exact dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate and prevent recurrence of the noncomplying discharge.

3. *Facilities Operation*

The permittee shall at all times maintain in good working order and operate as efficiently as possible all treatment or control facilities or systems installed or used by the permittee to achieve compliance with the terms and conditions of this permit.

4. *Adverse Impact*

The permittee shall take all reasonable steps to minimize any adverse impact to navigable waters resulting from noncompliance with any effluent limitations specified in this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

5. *Bypassing* (See additional requirements under PART III)

Any diversion from or bypass of facilities necessary to maintain compliance with the terms and conditions of this permit is prohibited, except (i) where unavoidable to prevent loss of life or severe property damage, or (ii) where excessive storm drainage or runoff would damage any facilities necessary for compliance with the effluent limitations and prohibitions of this permit. The permittee shall promptly notify the Regional Administrator and the State in writing of each such diversion or bypass.

6. Removed Substances

Solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of wastewaters shall be disposed of in a manner such as to prevent any pollutant from such materials from entering navigable waters.

7. Power Failures

In order to maintain compliance with the effluent limitations and prohibitions of this permit, the permittee shall either:

- a. In accordance with the Schedule of Compliance contained in Part I, provide an alternative power source sufficient to operate the wastewater control facilities;

or, if such alternative power source is not in existence, and no date for its implementation appears in Part I,

- b. Halt, reduce or otherwise control production and/or all discharges upon the reduction, loss, or failure of the primary source of power to the wastewater control facilities.

B. RESPONSIBILITIES**1. Right of Entry**

The permittee shall allow the head of the State water pollution control agency, the Regional Administrator, and/or their authorized representatives, upon the presentation of credentials:

- a. To enter upon the permittee's premises where an effluent source is located or in which any records are required to be kept under the terms and conditions of this permit; and
- b. At reasonable times to have access to and copy any records required to be kept under the terms and conditions of this permit; to inspect any monitoring equipment or monitoring method required in this permit; and to sample any discharge of pollutants.

2. Transfer of Ownership or Control

In the event of any change in control or ownership of facilities from which the authorized discharges emanate, the permittee shall notify the succeeding owner or controller of the existence of this permit by letter, a copy of which shall be forwarded to the Regional Administrator and the State water pollution control agency.

3. Availability of Reports

Except for data determined to be confidential under Section 308 of the Act, all reports prepared in accordance with the terms of this permit shall be available for public

inspection at the offices of the State water pollution control agency and the Regional Administrator. As required by the Act, effluent data shall not be considered confidential. Knowingly making any false statement on any such report may result in the imposition of criminal penalties as provided for in Section 309 of the Act.

4. *Permit Modification*

After notice and opportunity for a hearing, this permit may be modified, suspended, or revoked in whole or in part during its term for cause including, but not limited to, the following:

- a. Violation of any terms or conditions of this permit;
- b. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts; or
- c. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.

5. *Toxic Pollutants*

Notwithstanding Part II, B-4 above, if a toxic effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is established under Section 307(a) of the Act for a toxic pollutant which is present in the discharge and such standard or prohibition is more stringent than any limitation for such pollutant in this permit, this permit shall be revised or modified in accordance with the toxic effluent standard or prohibition and the permittee so notified.

6. *Civil and Criminal Liability*

Except as provided in permit conditions on "Bypassing" (Part II, A-5) and "Power Failures" (Part II, A-7), nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance.

7. *Oil and Hazardous Substance Liability*

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Act.

8. *State Laws*

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable State law or regulation under authority preserved by Section 510 of the Act.

9. *Property Rights*

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.

10. *Severability*

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit, shall not be affected thereby.

PART III

OTHER REQUIREMENTS

A. Additional Bypassing Requirements

If, for other reasons, a partial or complete bypass is considered necessary, a request for such bypass shall be submitted to the State of Utah and to the Environmental Protection Agency at least sixty (60) days prior to the proposed bypass. If the proposed bypass is judged acceptable by the State of Utah and by the Environmental Protection Agency, the bypass will be allowed subject to limitations imposed by the State of Utah and the Environmental Protection Agency.

If, after review and consideration, the proposed bypass is determined to be unacceptable by the State of Utah and the Environmental Protection Agency, or if limitations imposed on an approved bypass are violated, such bypass shall be considered a violation of this permit; and the fact that application was made, or that a partial bypass was approved, shall not be a defense to any action brought thereunder.

B. Prohibitions

There shall be no point source discharge of pollutants into Silver Creek or its tributaries resulting from the permittee's operation.

C. Additional Monitoring

The permittee shall monitor Silver Creek, the diversion ditch, and the monitoring wells located in the vicinity below the tailings disposition site monthly for the following parameters: Total Dissolved Solids, Cadmium, Lead, Manganese, Mercury, and Sulfate (as SO₄). Grab samples will be sufficient. The monitoring reports shall be submitted quarterly and need only be submitted to the Utah Division of Health at the address specified in Part I, C(2).

Effective Date: Date of Issuance*

Expiration Date: June 30, 1986

AUTHORIZATION TO DISCHARGE UNDER THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

In compliance with the provisions of the Clean Water Act, as amended (33 U.S.C. 1251 et. seq.) (hereinafter referred to as "the Act"),

the Noranda Mining, Incorporated - Ontario Project,

is authorized by the United States Environmental Protection Agency,

to discharge from a facility located at Keetley Station, Utah,

to Drain Tunnel Creek, a tributary of the Provo River,

in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts I, II, and III, hereof.



Authorized Permitting Official

4/8/82

Date

Jack W. Hoffbuhr, P.E.
Acting Director
Water Management Division

Title

*Thirty (30) days after the date of receipt of this permit by the Applicant.

A. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

During the period beginning immediately, and lasting through June 30, 1986, the permittee is authorized to discharge from outfall serial number 001:

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>	<u>Discharge Limitations</u>		<u>Monitoring Requirements</u>	
	<u>Concentration</u> <u>Daily Avg</u> <u>mg/l</u>	<u>Daily Max</u> <u>mg/l</u>	<u>Measurement</u> <u>Frequency</u>	<u>Sample</u> <u>Type</u>
Flow, m ³ /Day (MGD)	N/A	N/A	Continuous	<u>1/</u>
Total Suspended Solids	20	30	Weekly	Composite
Total Lead	0.2	0.4	Weekly	Composite
Dissolved Lead	N/A	0.05	Weekly	Composite
Total Zinc	0.5	1.0 <u>2/</u>	Weekly	Composite
Total Copper	0.15	0.3 <u>2/</u>	Monthly	Composite
Mercury	0.001	0.002	Monthly	Composite
Cyanide	N/A	N/A	Monthly	Composite
Total Manganese	N/A	N/A	Monthly	Composite
Total Dissolved Solids	N/A	N/A	Monthly	Composite

There shall be no sanitary wastes included in this discharge.

The pH shall not be less than 6.5 standard units nor greater than 9.0 standard units and shall be monitored monthly by a grab sample.

There shall be no discharge of floating solids or visible foam in other than trace amounts.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location: At the point of discharge from Ontario Drain Tunnel #2, after the final treatment pond.

Oil and Grease shall not exceed 10 mg/l in any grab sample and there shall be no visible sheen. The discharge shall be visually examined weekly for the presence of Oil and Grease.

1/ Weir, flume, or other comparably accurate measuring technique.

2/ See Part III, E., page 11 of 11.

8. MONITORING AND REPORTING

1. Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge.
2. Monitoring results obtained during the previous month shall be summarized for each discharge for the month and reported on a Discharge Monitoring Report Form (EPA No. 3320-1), postmarked no later than the 28th day of the month following the completed reporting period. The first report is due on June 28, 1982. Duplicate signed copies of these, and all other reports required herein, (as required by Part II, A.9.) shall be submitted to the Regional Administrator and the Director of the State of Utah Water Pollution Agency at the following addresses:

U.S. Environmental Protection Agency
Suite 103, 1860 Lincoln Street
Denver, Colorado 80295
Attention: Water Management Division
Compliance Branch

Utah Department of Health
Division of Environmental Health
Bureau of Water Pollution Control
P.O. Box 2500
Salt Lake City, Utah 84110

3. Definitions

- a. The "daily average" means the arithmetic average of all the daily determinations made during a calendar month. Daily determinations made using a composite sample shall be the value of the composite sample. When grab samples are used, the daily determination shall be the arithmetic average of all the samples collected during the calendar day. Daily determinations of mass shall be determined by the daily determination of concentration multiplied by the volume of discharge for that day.
- b. The "daily maximum" concentration means the daily determination of concentration for any calendar day.
- c. Measurement of flow shall be performed by a direct flow measurement technique such as a flow meter, weir, or gauge
- d. A "composite sample" shall consist of at least three grab samples taken in a manner which is representative of the discharge.

B. MONITORING AND REPORTING (Continued)**4. Test Procedures**

Test procedures for the analysis of pollutants shall conform to regulations published pursuant to Section 304(h) of the Act, under which such procedures may be required.

5. Recording of Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

- a. The exact place, date, and time of sampling;
- b. The dates the analyses were performed;
- c. The person(s) who performed the analyses;
- d. The analytical techniques or methods used; and,
- e. The results of all required analyses.

6. Additional Monitoring by Permittee

If the permittee monitors any pollutant at the location(s) designated herein more frequently than required by this permit, using approved analytical methods as specified above, the results of such monitoring shall be included in the calculation and reporting of the values required in the Discharge Monitoring Report Form (EPA No. 3320-1). Such increased frequency shall also be indicated.

7. Records Retention

All records and information resulting from the monitoring activities required by this permit including all records of analyses performed and calibration and maintenance of instrumentation and recordings from continuous monitoring instrumentation shall be retained for a minimum of three (3) years, or longer, if requested by the Regional Administrator or the State of Utah water pollution control agency.

A. MANGEMENT REQUIREMENTS**1. Adverse Impact**

The permittee shall take all reasonable steps to minimize any adverse impact to the environment resulting from noncompliance with this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

2. Noncompliance Notification

If, for any reason, the permittee does not comply with or will be unable to comply with any daily maximum effluent limitation specified in this permit, the permittee shall provide the Regional Administrator and the State of Utah with the following information, in writing, within five (5) days of learning or being advised of such condition:

- a. A description of the discharge and cause of noncompliance; and,
- b. The period of noncompliance, including exact dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate and prevent recurrence of the noncomplying discharge. This written submission shall not be considered as excusing or justifying the failure to comply with the effluent limitations.

3. Change in Discharge

All discharges authorized herein shall be consistent with the terms and conditions of this permit. The discharge of any pollutant identified in this permit more frequently than or at a level in excess of that authorized shall constitute a violation of the permit. Any anticipated facility expansions, production increases, or process modifications which will result in new, different, or increased discharges of pollutants must be reported by submission of a new NPDES application or, if such changes will not violate the effluent limitations specified in this permit, by notice to the permit issuing authority of such changes. Following such notice, the permit may be modified to specify and limit any pollutants not previously limited.

A. MANAGEMENT REQUIREMENTS (Continued)

4. Facilities Operation

- a. The permittee shall at all times maintain in good working order and operate as efficiently as possible, all treatment or control facilities or systems installed or used by the permittee to achieve compliance with the terms and conditions of this permit.
- b. Dilution water shall not be added to comply with effluent requirements.

5. Bypass of Treatment Facilities

a. Definitions

- (1) "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility.
- (2) "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

b. Bypass Not Exceeding Limitations

The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of paragraphs c and d of this Section.

c. Notice

(1) Anticipated Bypass

If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible, at least ten (10) days before the date of the bypass.

(2) Unanticipated Bypass

The permittee shall submit notice of an unanticipated bypass as required in Part II, A.2.

A. MANAGEMENT REQUIREMENTS (Continued)**5. Bypass of Treatment Facilities (Continued)****d. Prohibition of Bypass**

(1) Bypass is prohibited and the Director may take enforcement action against a permittee for bypass, unless:

- (a) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
- (b) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if the permittee could have installed adequate backup equipment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and,
- (c) The permittee submitted notices as required under paragraph c of this Section.

(2) The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed above in paragraph d.(1) of this Section.

6. Removed Substances

Solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of waste waters shall be disposed of in a manner such as to prevent any pollutant from such materials from entering waters of the United States.

7. Power Failures

No later than 30 days after the effective date of this permit, the permittee shall certify in writing to the permit issuing authority either that:

- a. An alternative mechanical or electrical power source sufficient to operate essential facilities utilized by the permittee to maintain compliance with the terms and conditions of the permit has been or will be installed or,
- b. Upon reduction, loss or failure of one or more of the primary sources of electrical power to essential facilities utilized by the permittee to maintain compliance with the terms and conditions of this permit, the permittee shall halt, reduce, or otherwise control production and/or all discharges in order to maintain compliance with the terms and conditions of this permit.

A. MANAGEMENT REQUIREMENTS (Continued)

8. Signature Requirements

All reports or information submitted pursuant to the requirements of this permit must be signed and certified by a principal official or by a duly authorized representative of that person. Signatory regulations are established in 40 CFR 122.6.

8. RESPONSIBILITIES

1. Right of Entry

The permittee shall allow the head of the State of Utah water pollution control agency, the Regional Administrator, and/or their authorized representatives, upon the presentation of credentials:

- a. To enter upon the permittee's premises where a regulated facility or activity is located or in which any records are required to be kept under the terms and conditions of this permit; and,
- b. At reasonable times to have access to and copy any records required to be kept under the terms and conditions of this permit; to inspect any monitoring equipment or monitoring method required in this permit; and to sample any discharge of pollutants.

2. Transfer of Ownership or Control

In the event of any change in control or ownership of facilities from which the authorized discharges emanate, the permittee shall notify the succeeding owner or controller of the existence of this permit by letter, a copy of which shall be forwarded to the Regional Administrator and the State of Utah water pollution control agency.

B. RESPONSIBILITIES (Continued)**3. Availability of Reports**

Except for data determined to be confidential under Section 308 of the Act, all reports prepared in accordance with the terms of this permit shall be available for public inspection at the offices of the Regional Administrator and the State of Utah water pollution control agency. As required by the Act, effluent data shall not be considered confidential. Knowingly making any false statement on any such report may result in the imposition of criminal penalties as provided for in Section 309 of the Act.

4. Permit Modification

After notice and opportunity for a hearing, this permit may be modified, suspended, or revoked in whole or in part during its term for cause including, but not limited to, the following:

- a. Violation of any terms or conditions of this permit;
- b. Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts; or,
- c. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.

5. Toxic Pollutants

Notwithstanding Part II, B.4. above, if a toxic effluent standard or prohibition (including any Schedule of Compliance specified in such effluent standard or prohibition) is established under Section 307(a) of the Act for a toxic pollutant which is present in the discharge and such standard or prohibition is more stringent than any limitation for such pollutant in this permit, this permit shall be revised or modified in accordance with the toxic effluent standard or prohibition and the permittee so notified.

6. Civil and Criminal Liability

Except as provided in permit conditions on "Bypassing" (Part II, A.5.) and "Power Failures" (Part II, A.7.), nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance.

B. RESPONSIBILITIES (Continued)**7. Oil and Hazardous Substance Liability**

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the Act.

8. State Laws

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable State law or regulations under authority preserved by Section 510 of the Act.

9. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Federal, State, or local laws or regulations.

10. Severability

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.

11. Reapplication

If the permittee desires to continue to discharge, he shall reapply at least one hundred eighty (180) days before this permit expires using the application forms then in use. The permittee should also reapply if he desires to maintain a permit, even though there was not a discharge from the treatment facilities during the duration of this permit.

OTHER REQUIREMENTS

A. Prohibitions

There shall be no point source discharge of pollutants into Silver Creek or its tributaries resulting from the permittee's operation.

B. Additional Monitoring

The permittee shall monitor Silver Creek, the diversion ditch, and the monitoring wells located in the vicinity below the tailings disposition site monthly for the following parameters: Total Dissolved Solids, Lead, Manganese, Mercury, and Cyanide. Grab samples will be sufficient. The monitoring reports shall be submitted quarterly and need only be submitted to the Utah Department of Health at the address specified in Part I, 8.2.

C. Contamination Control

The permittee shall comply with Best Management Practices when they are implemented for Mountainlands 208 planning area.

D. Reactivation Notification

The permittee shall notify EPA and the State of Utah of the planned resumption of active operations prior to the production of ore and/or the operation of the mill. After the notice of active operations, the permit issuing authority will review the permit limitations in the context of BAT for metal mine drainage and current State standards, and will modify the permit as necessary.

E. Special Requirements

Federal law provides that any more stringent or additional limitations or conditions established pursuant to State law must be met by the permittee. The following limitations and monitoring requirements are state requirements included pursuant to Section 401(d) of the Act.

The permittee is required to conduct a monitoring program to determine compliance with water quality standards for dissolved copper and dissolved zinc. Analyses of the discharge and background levels of the Provo River taken at least monthly are to be summarized in report form and submitted to the EPA and the State Bureau of Water Pollution Control by December 31, 1982. The report should include an evaluation of the final concentrations in the Provo River taking into account available dilution flow in the Provo River. Should the results of the monitoring program and evaluation indicate that water quality standards are being violated, the permit may be modified at that time to include a compliance schedule and appropriate measures to insure compliance with the standards by July 1, 1983.



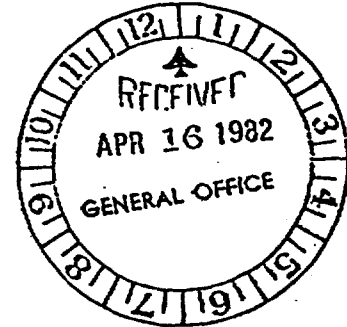
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION VIII
1860 LINCOLN STREET
DENVER, COLORADO 80295

APR 10 1982

Ref: 8WM-C

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. J. Rutherford.
Project Manager
Noranda Mining, Inc.
P.O. Box 1450
Park City, Utah 84060



Dear Mr. Rutherford:

..... Herewith enclosed is the NPDES permit for Noranda Mining, Inc., Ontario Project, UT-0022403. This permit shall become effective and issued thirty (30) days following your receipt of this letter unless, within thirty (30) days following the date of receipt, you submit a request for an evidentiary hearing in accordance with the provisions of 40 CFR Section 124.74. Such request must be addressed to:

Steven J. Durham (8A)
Regional Administrator
U.S. Environmental Protection Agency
Region VIII, Suite 103
1860 Lincoln Street
Denver, Colorado 80295

If you have any legal questions with regard to this matter, please contact Mr. James A. Thompson, Jr., of this Agency at (303) 837-3826. Questions regarding monitoring requirements should be directed to Mr. Doug Skie of this office at (303) 837-4335.

Sincerely yours,

Jack W. Hoffbuhr
Jack W. Hoffbuhr
Acting Director
Water Management Division

Enclosures

NPDES Discharge Permit
EPA Form 3320-1 for reporting
self-monitoring

noranda

Noranda Mining Inc.
986 Atherton Drive, Suite 220
Salt Lake City, Utah 84107
(801) 268-9311, Telex: 453-062

April 16, 1982

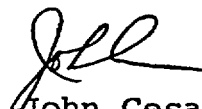
Mr. Ed Osika, Jr.
United Park City Mines Company
309 Kearns Building
Salt Lake City, Utah

Dear Ed:

Attached please find a copy of the renewal of the
NPDES Discharge Permit for the Ontario Mine that we received
on April 16, 1982.

This permit supersedes the permit that I previously
transmitted to you. Notice particularly the additional Provo
River sampling that has been required by the state.

Sincerely yours,



John Cesar
Area Production Manager

JC:cp
Enclosure